

COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS**

LOCAL UNION NO. 141

Affiliated with the International Brotherhood of
Teamsters

and

TEAMSTERS LOCAL UNION NO. 938

...

EXPIRY DATE: September 30, 2003



65-m

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**ARTICLE 1
PREAMBLE AND RECOGNITION**

Section 1.1 - Union Recognition

The Company does hereby recognize the Union as the exclusive bargaining agent for all employees employed by the Company within the Union's jurisdiction in Ontario save and except supervisors, those above the rank of supervisor, sales staff, office staff, security guards and office janitors.

Section 1.2 - Scope of Bargaining Unit

The term "employee" shall mean all employees save and **except** foreman, **office staff**, stock room partmen, **security** guards and office janitors. Stock room partmen presently in the bargaining unit will remain in the bargaining unit.

Section 1.3 - Date of Application

It is further agreed that the effective date of *this* Collective Agreement shall be ~~October 1, 1997~~ and that the term shall be from **this** date to September 30, 2003.

Section 1.4 - Intent and Purpose

The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain discipline and efficiency and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry to provide methods of fair and peaceful adjustments of all disputes which may

arise between them, and to foster goodwill and friendly relations and better understanding between the parties.

Section 1.5 - Section Heading

The Section Headings shall be used for the purpose of reference only and may not be used as an aid to the interpretation of this Agreement.

**ARTICLE 2
UNION SECURITY**

Section 2.1 - Maintenance of Membership

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Agreement as a condition of employment.

Section 2.2 - Union Dues Authorization

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of the Agreement as their financial contribution to the Local Union.

Section 2.3 - Initiation Fee Deductions

All employees hired shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per week after the completion of the probationary period. This deduction shall continue

until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the Union dues are remitted.

Section 2.4 - Monthly Deduction of Union Dues

The Company agrees, for the duration of this Agreement, to deduct from the last pay cheque each month the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Local Union along with a list of the employees from whom the monies were deducted not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union. In the case of an employee on Workers' Compensation, the checkoff list shall indicate that such employee is on "W.C.B."

Section 2.5 - Deduction of Arrears Items

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate. The Union will refund directly to the employee any such monies

deducted in error along with confirmation of such refund to the Company.

Section 2.6 - Checkoff Lists

The Union checkoff form may be:

- i) a Union provided form,
- ii) a pre-billing method which shall provide a column for "Dues", "Arrears in Dues", "Initiation" and "Re-Initiation Fees".

The Company shall each month add the name of each new employee hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.

Section 2.7 - Forms to be Signed by New Employees

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms and Dues Deduction Authorization Forms, all of which shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all completed Applications for Membership Forms are returned to the Union. All forms shall be returned to the Union within seven (7) days from the date of hire.

Section 2.8 - Scope of Union Dues Deductions

The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete his probationary

period, Union *dues* will be deducted from his final pay cheque.

Section 2.9 - Submission of Checkoff

The checkoff and cheques for the Union **dues deducted** must *be* in the office of the Local Union not later than *the* tenth (10th) day of the month following the month in which the *monies* were deducted.

Section 2.10 - T4 Slips

The Company shall show the **yearly** Union monthly dues deductions or employees' T4 slips.

Section 2.11

Commencing during the first (1st) year of this *Agreement*, the Company agrees *that* employees who **are** off work **due to** sickness, injury and/or Workers' Compensation, shall not have Union **dues** or initiation **fees** deducted from **any** General Holiday payments.

**ARTICLE 3
MANAGEMENT FUNCTIONS**

Section 3.1 - Management Functions

The Union recognizes that the Company **has** the right to manage the business, to exercise all the **prerogatives** of management, and without affecting the generality of the foregoing, it **has** the right to determine the **size of and** direct the work force, to extend or **curtail** operations, and to hire and promote, **except** to the extent (hat the **said rights** and prerogatives have been specifically delegated to the Union or otherwise curtailed in this **Agreement**. **The** Company also has the right to discharge,

suspend **or otherwise** discipline **employees for** just cause.

Section 3.2 - Right of Employees

The above clause shall not deprive the employee of **the right to exercise** the Grievance Procedure **as outlined** in this Agreement.

**ARTICLE 4
RIGHT OF ACCESS FOR UNION
REPRESENTATIVES**

Section 4.1

Representatives of the Local Union **shall be allowed to enter the Company's premises to deal in the** administration of the Agreement, provided he does not **interfere with** the **normal operation of the** Company.

**ARTICLE 5
STEWARDS**

Section 5.1 - Right of Union to Appoint Stewards

The Company acknowledges **the** right of the Union to appoint one (1) Steward for highway **drivers** and one **(1) steward** for **city** employees and one **(1)** steward for the maintenance **department** and if operations are **such** as cannot be covered by these **Stewards, additional** Stewards may be appointed.

**Section 5.2 - Pay for Processing Grievances
During Working Hours**

- (a) **Wherever possible grievances shall be** processed **during** the normal **working** hours of the **Steward**. A Steward shall **receive his** regular rate of **pay when** grievances or pending

grievances are **processed** with the Company on Company **property** or at **any** other place which is mutually agreed upon by both **tho** Union and **the** Company.

- (b) If the company representative *is* unable to meet the Steward during ~~the~~ Steward's normal working hours, the Steward shall be paid at his regular rate of **pay** for all time **spent** during the processing of the grievance with the Company on the Company property or at **any other** place which is mutually **agreed upon** by both the Union **and the** Company.
- (c) The provisions as outlined in Section 5.2 (b) are not subject to daily call-in guarantee **as** outlined in Section 21.3 (c), Section 22.2 ⁽ⁱⁿ⁾ or Section 22.3 (n) or the overtime provisions as outlined in Section 21.2 (f), Section 21.3 (a) or Section 22.3 (g). In **no case** shall payment to the Steward for **time** used in processing a grievance be extended beyond **Step 2 of** the Grievance Procedure as outlined in Section 6.2 (b).

Section 5.3 - Steward's Duties

Should **tho** Company find that a **Steward's** activities interfere with the normal course of his duties or the duties of **other** employees, the Company may contact a representative of the Local Union and/or **register a** grievance commencing with Step 2 **of** the Grievance Procedure as outlined in Section 6.2 (b).

Section 5.4 - Names and Changes of Steward

The Union will inform **the** Company in **writing** of the name of the Steward and **of** any subsequent change in ~~tho~~ name of the Steward. The Company shall

not be asked to recognize any Steward until such notification from the Union has been received.

Section 5.5 - Suspension or Discharge of a Steward

The Company will notify the Union by registered mail, fax or telegram prior to the suspension or discharge of a Steward. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.

Section 5.6 - Steward's Seniority for Work

For the purpose of layoff and the day to day allocation of work within the department, the Steward shall enjoy his own seniority or that of the last man called in (excluding the senior man). In a department where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.

Section 5.7 - Trip Sheets and Time Cards

For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have relevant trip sheets, time cards, computer data and personnel disciplinary records made available to them on request immediately at the head office terminal during the office hours of the Company and at other terminals within three (3) working days.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 - What Constitutes a Grievance

A grievance shall consist of a dispute concerning interpretation and application of any clause in this

Agreement, alleged violations of the Agreement, and alleged **abuses of discretion** by supervision in *the* treatment of employees contrary to the terms of the Agreement. If **any** question *arises* as to whether a particular **dispute is** or is not a grievance within the meaning **of** these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.

Section 6.2 - Grievance Procedure

There **shall be** an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

(a) Step 1 - Branch Manager or Designate

By a conference **between the** aggrieved employee and the Branch Manager or his designata. Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from *the* date of **the** alleged violation of the Agreement or from the date that the alleged violation became known to the **grievor**, but in no case more than thirty (30) **days**. *The* seven (7) days and thirty (30) days limitations **provided** above shall not deprive an employee or ~~the~~ Union of the right to register a retroactive claim for Pension, *or* the monies accruing from the Cost of Living Allowance, **where** such premiums, contributions *or* allowances have ~~not been~~ paid in line with the provisions of **this** Agreement. Nor shall the limitations **apply** to laid off employees claiming **that they have not been** recalled in line with the provisions of Article 8. The **grievor shall be accompanied by** a Union Steward and, if

deemed necessary by the Union, he shall also be accompanied by a Business Representative of the Union.

(b) Step 2 - General Manager or Designate

Failing settlement at the above step, the Branch Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be held in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

(c) Step 3

Should the parties fail to reach satisfactory settlement in the preceding steps, the grieving party must, unless they wish to withdraw the grievance, proceed to Arbitration as outlined in Section 6.5.

(d) Ontario Provincial Grievance Panel

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an arbitration board as outlined below. Before submitting the grievance to arbitration, the dispute shall, if mutually agreed, be brought to the attention of an Ontario Provincial Grievance Panel, established for this purpose by the Company and the Local Union(s). The Ontario Provincial Grievance Panel will render a

decision, unless it is deadlocked, which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. This Ontario Provincial Grievance Panel shall be comprised of four (4) persons, two (2) of whom shall be selected from management and two (2) from the Local Union(s); in the event four (4) persons are not available, the Ontario Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from management and one (1) from the Local Union(s).

It is further agreed that the Company and the Local Union(s) shall name only experienced representatives who are engaged in the day-to-day administration of Agreements as nominees to the Ontario Provincial Grievance Panel as required. It is understood that in the selection of the representatives the Company will not name a representative from the Company involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that any Ontario Provincial Grievance Panel is unable to render a majority decision, the grieving party must within fourteen (14) calendar days of the date of the Ontario Provincial Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to arbitration as outlined in Article 6.

(e) Dates for the Ontario Provincial Grievance Panel

The coordinator of the Panel will arrange with

the Company and the Union(s), a mutually satisfactory date for hearings when a sufficient number of cases constitute a full docket. If in the view of the parties, a special hearing is required to address a case(s) even though a full docket has not been reached, the coordinator of the Panel will arrange a special hearing.

Section 6.3 - Procedure for Union or Company Grievance

In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate and a duly accredited principal officer of the Local Union or his designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Section 6.2 (c).

Section 6.4 - Discharge and Suspension Grievances

Grievances dealing with discharges and suspensions shall be registered in writing within seventy two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure as outlined in Section 6.2 (b).

Section 6.5 - Procedure for Arbitration

It shall be the responsibility of the party desiring arbitration to **so** inform the other party in writing in the case of:

- (a) **an** employee grievance within fourteen (14) calendar **days** after *the* General Manager or his designate has rendered a decision or failed to *render* a decision as provided for in Section 6.2 (b);
- (b) a Company grievance within fourteen (**14**) calendar days after ~~the~~ meeting with the Union representative;
- (c) **a** Union grievance within fourteen (14) calendar days after the meeting with the Company's representative.
- (d) Unless otherwise agreed in accordance with Section 6.5 (**e**), **a** notice of intent to arbitrate under **the** foregoing provisions shall contain the **name** of the aggrieved **party's** nominee to the Board of Arbitration and within seven (7) calendar days from the receipt **of** ~~the~~ notice of intent to arbitrate, the other party **must** in turn name their nominee. A third member to act as Chairperson shall be appointed by the respective nominees. Should either party fail to name their nominee within **the** required *seven* (7) calendar days *or* should the nominees **fail** to select a Chairperson within thirty (30) calendar days from the date of their appointment, either **party** *or* their nominee **shall** request *the* Provincial *or* Federal **Minister** of Labour to make ~~the~~ appropriate appointment.

-
- (e) Within seven (7) calendar **days** of **receipt** of the notice of intent to arbitrate under Section 6.5 the parties may mutually agree in writing to arbitration by a one person Board of Arbitration. Should the parties **fail** to appoint a one person Board of Arbitration within thirty (30) calendar days from the date of written mutual agreement, either party shall request the Minister of Labour to make the appropriate appointment.

Section 6.6 - Extension of Time Limits

Where a driver on highway operations is away from his home terminal and thus unavailable to proceed with the Steps of the Grievance Procedure within the time limits prescribed, such time limits shall be extended so as to permit his processing the grievance in accordance with the above steps upon his return to his home terminal.

Section 6.7 - Powers of Board of Arbitration

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

Section 6.8 - Expenses of Board Members

The parties will equally bear the fees and the expenses of the Chairperson of the Board of Arbitration. If applicable, each party will bear the fees and expenses of its nominee to the Board of Arbitration.

Section 6.9 - Responsibility for Payment

The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

Section 6.10 - Payment of Settled Monetary Grievance

All monetary grievances that are mutually agreed upon shall be paid the following pay period, either by separate cheque or in the alternative the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

Section 6.11 - Right of Employee to be Accompanied by a Union Official

Any employee covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Representative.

Section 6.12 - Right of Union when Grievances Are Settled or Withdrawn

A grievance once submitted in writing shall not be withdrawn or settled when such withdrawal or settlement of such grievance is, in the opinion of the Union, not in concert with the provisions of this Agreement.

ARTICLE 7

STRIKES, LOCKOUTS AND PICKET LINES

Section 7.1 - Strikes and Lockouts

During the term of this Agreement, there shall be

no lockout by the Company or any strike, sit **down**, work stoppage or suspension of work either complete or partial for any reason by **the** employees.

Section 7.2 - Picket Lines

The Company acknowledges the right **of** the employees to recognize and **refuse** to cross a picket line.

Section 7.3

The Union **recognizes *the*** right **of *the*** Company to protect its **business and** the property of its customers.

Section 7.4

Each party recognizing **the** rights **of *the*** other in this regard agrees that the Union will notify the Company of **any** strike *or* picket **line** activity and that the Company will notify the Union *if*, in their opinion, such strike or picket line is illegal *or* **is unduly** prejudicial to **the interests** of the Company, its employees or the Union.

Section 7.5

In such cases, a meeting will **be** held in order to mutually agree on a policy. **In** the event that the Company and the Union cannot **agree**, each party reserves **the** right to take whatever action it **deems** necessary and appropriate.

**ARTICLE 8
SENIORITY**

Section 8.1 - Terminal Seniority

Seniority **shall** be terminal *wide* and include all persons working at *the* terminal **and** on the terminal payroll *except* as outlined in Article 9. It is further

agreed that the Maintenance Department's seniority shall be separate and *not* interchangeable with any *other* Department within the terminal.

Section 8.2 - Purpose of Seniority

The purpose of seniority is to provide a policy governing work preference, layoffs and recalls.

Section 8.3

(a) Lay-Offs

In the event of a **layoff**, the Company shall consider:

- 1) the seniority of the employees;
- 2) *the* qualifications of the employees, *where* the qualifications are relatively equal, the employee's seniority shall be the determining factor.

(b) Test to Determine Qualifications

In all layoffs where the qualifications of an employee are questioned by the Company, such employee will immediately be given the opportunity to **perform** the work in question to determine if he is qualified.

(c) Definition and Regulations for Layoff

A layoff for an employee shall be considered as two (2) consecutive days of no work within his **department** at which time the employee will be notified if there are junior men working in another department and the employee may exercise his seniority and move into whatever department his seniority entitles him to and, **after seven (7) days**, he must exercise his seniority.

(d) Temporary Nature of Layoff

Such moves shall be **considered** temporary and lasting only until such time as **the** work **force** requirements for the foreseeable are returned to normal.

Any employee **who** exercises his seniority as provided for in Section 8.2 (c), who subsequently returns to **his** original department may, during the remaining term of the annual job bid, **be** permitted to exercise his seniority **after** any further **period** of one (1) day of no work.

(e) Continued Loss of Work

If a continued loss of work days **exists** for such employee(s) through shortage of work within **any** department or, in **the** case of a pending layoff, the Company or the Union may request **a** meeting to discuss alternate work for such employee(s).

(f) Retention of Terminal Seniority During Layoff

Any employee **who** is forced **to** move under the preceding condition shall retain his terminal seniority for all **purposes** except that as long as **there is** available work he **shall** not interfere with **bid** runs or **Special** Operations within his **new** department.

Section 8.4 - Posting of Seniority List

A seniority list containing the name and starting date of **employees** will be prepared and posted in the terminal every three (3) months on the bulletin **board** with sufficient copies for Stewards and the Business Representative. A seniority list containing **the** names and addresses of employees **as** contained in the

records of the Company will **be prepared and** forwarded to the Local Union office annually during September each year.

Section 8.5 - Probationary Periods

Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of **this Agreement** and shall be employed on a probationary **basis** for ninety (90) calendar days during which period he may be terminated or disciplined without recourse to **the Grievance Procedure**. The Company may ~~not~~ terminate **such** employee for the **purpose** of forcing **an** additional probationary **period**. Upon completion ~~of~~ the ninetieth (90th) calendar day, **the** employee shall either ~~be terminated~~ or placed on the regular seniority **list** as of the **date** of commencement of his probationary period.

Section 8.6 - Retention of Seniority After Promotion

Employees **promoted** to supervisory positions or positions not subject to **this Agreement** will retain their seniority after promotion for a period of one hundred **and** eighty (180) calendar **days** only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time **served** in the supervisory position shall be included ~~in their~~ seniority rating. Such employee shall forfeit any **and** all recourse to **the** Grievance Procedure as outlined in this Agreement **should** he subsequently be discharged in such a position beyond the jurisdiction of **this Agreement**. This Article is to ~~be~~ applied only ~~once~~ for any employee during the term of **this Agreement**.

Section 8.7 - Reasons for Termination of Employment

An employee's employment shall be terminated for any of **the** following reasons:

- (a) **if** an employee voluntarily quits;
- (b) if **an** employee is discharged and is not reinstated pursuant to the Grievance Procedure as provided in this Agreement;
- (c) if an employee *has* been laid off and not employed elsewhere and **has** refused to return *to work* within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted or is employed *elsewhere*, then the Company **will** notify the employee by registered mail to **his** last known **address** to return to work and he will be allowed no more than **seven** (7) consecutive days from *the date of* notification to report *for* duty;
- (d) if he takes employment other than that declared and **agreed** upon when applying for a leave of absence;
- (e) **if** an employee **is** absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (f) **if** any employee is laid off and not recalled for a **period** extending beyond twenty-four (24) consecutive working months or if such employee requests and is paid any statutory termination benefits, whichever comes first.

Section 8.8 - Leave of Absence Provision

A leave of absence **in** excess of thirty (30) calendar **days** or an extension to an existing leave that will

exceed in total thirty (30) calendar days will not be granted until a request for same is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing.

Section 8.9 - Provisions for Retention of Employee's Seniority During Sickness or Injury

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The employee shall notify the Company when he is able to return to work. However, an employee off work as set out above shall not by virtue of his absence, retain seniority over a senior employee who has been laid off.

Section 8.10 - Political Office

Any employee who is elected to a full time Municipal, Provincial or Federal government office shall be granted a leave of absence in order to allow him to fulfil his elected duties.

**ARTICLE 9
COMPLETE OR PARTIAL CLOSURE OF
TERMINAL, GARAGE OR OPERATION
AND ESTABLISHMENT OF NEW TERMINAL
OR GARAGE**

Section 9.1 - Complete Closure

In the event of a complete closure of a terminal or garage or other place of business where separate seniority is maintained and where the work is moved to another terminal(s) or garage(s) under the jurisdiction of the Signataries to this Agreement, the

Company will give the Union **sixty** (60) days written notice of such closure. During this **sixty** (60) day period, the Company will meet with the affected Unions to **outline** the reasons **for** the closure.

Where a closure is effected in accordance **with** the above, **the affected** employees may **bid** according to their **seniority** and qualifications to move to the terminal or garage to which the work **is being** moved. **Any** employee who is laid off **as a result** of the complete closure, will **be** given **sixty (60)days** notice of such layoff or **pay** in lieu thereof.

Section 9.2 - Procedure for Partial Closure

In the event of a partial closure of a terminal's highway, city or dock operations or **garage as** a result of the work being moved to another terminal(s) or garage(s), and which **results** in the reduction of employees in the department so **affected**, the following will apply:

- (a) a **meeting** shall be held thirty (30) days prior to the partial closure between the Company and the affected Unions in an **effort** to reach a satisfactory agreement for all concerned in **the terminal** or **garage** from which the work is moved:
- (b) **failing** agreement **under Section 9.2 (a)**, employees affected in the department shall **have an opportunity** of moving with the work or exercising their seniority within their own terminal or **garage, if any of these** employees elect to exercise **their** seniority and bump into other work within their **own** terminal or garage **and** as a result anyone in that terminal or garage **is** subject to layoff **then, if** work is

available in the terminal or garage to which the work is being moved, the available vacancies shall be posted for bid and such vacancies shall only be opened to those qualified employees subject to layoff;

- (c) it must be clearly established that there is a movement of work in order for the above provision to apply;
- (d) any employee who is laid off as a result of the partial closure will be given thirty (30) days notice of such layoff or pay in lieu thereof;
- (e) any dispute arising under the above sections shall be immediately referred to Arbitration as outlined in Article 6.

Section 9.3 - Retention of Seniority Because of Closure

Personnel moving under the conditions of Sections 9.1 or 9.2 will retain their seniority at the terminal or garage from which they have moved and in the event the work is moved back to the original terminal or garage within twelve (12) months from the date of their original move, must return to their original terminal or garage. If such work is moved back to the original terminal or garage after twelve (12) months but within thirty-six (36) months from the date of their original move, such employees may elect to remain at their existing location or return to their original terminal or garage.

Section 9.4 - Right of Company to Allocate Work to Employees Moving

The Company will have the sole authority for the allocation of work for employees moving under the

conditions of Section 9.1 or 9.2 for a period of three (3) months **from** the date of the move or **until** the date of the next Annual Job Bid whichever **comes** first.

Section 9.5 - Dovetailing of Seniority for Employees Moving

Employees moving under the conditions of Section 9.1 or 9.2 will dovetail their seniority dates with those persons already employed at the terminal to which they moved.

Section 9.6 - New Terminal or Operation

In the event the company establishes a new **terminal or garage or operation** at a different location within a town or city in which the Company already has a terminal or garage or operation, the Company **and** the Union will **meet and** establish procedures which will protect the seniority of employees at the original and new terminal. Such procedures will be reduced to writing.

**ARTICLE 10
MERGERS**

Section 10.1 - Mergers

If the Company acquires **by way** of purchase or in any other manner the business or undertaking of any other employer and such **operations** are merged, the seniority of all active employees will be dovetailed including those employees *who* **are** off work due to **sickness** or injury. **I**f the Company acquiring the **business** or undertaking *does* not require all the employees **after** the merger, layoff

will commence at the bottom of the dovetailed active seniority **list**, and such employees will remain on the active seniority list for *the* purpose of recall.

Section 10.2

In the event that any of the Companies *affected* by the merger have laid off employees prior to the merger, the seniority of those employees on layoff will **be** dovetailed. Such employees will be on *the inactive* seniority list. If the **merged** Company subsequently requires additional employees preference will be given, subject to the recall provisions of Article 8, first to those laid off employees on the active seniority list, then to those employees on the inactive seniority list in accordance with their seniority and qualifications. If and when an **employee** who is on the inactive seniority list is recalled and reports **for** work in accordance with this Article his original seniority will be dovetailed with the seniority of the active employees.

Section 10.3

In the event that the preceding Sections in the opinion of either Party shall fail to **provide** adequate protection of seniority rights at the *time of* purchase **and** merger, then the seniority of the employees in the combined operations shall *be* determined by agreement between the successor Company and the Local Union(s) concerned. If mutual agreement **is** not reached the *conditions* outlined in Sections 10.1 *and* 10.2 will apply.

**ARTICLE 11
LEAVE OF ABSENCE FROM WORK WITH
THE TEAMSTERS UNION**

**Section 11.1 - Leave of Absence for
Employees to Work with the
Teamsters Union**

The Company agrees to **grant** to all **present** employees **who** are on leave of absence and all future employees of the Teamsters Union **an** indefinite leave of **absence** to work for the **Teamsters** Union retaining and accumulating seniority with the Company. Such leave of absence **shall be** revocable upon seventy-two (72) hours notice by the employee.

**ARTICLE 12
EQUIPMENT**

Section 12.1

(a) Vehicle Safety

It **is** to the **mutual advantage** of both the Company and the employee that employees shall not operate vehicles which are not in a **safe** operating condition and not equipped with the safety appliances required by law.

(b) Duty of Employees to Report Defects

It shall be the duty of **the** employees to report promptly in writing to the Company all defects in equipment.

(c) Duty of Company to Maintain Vehicles in a Safe Condition

It **shall be the** duty and responsibility of **the**

Company to maintain all vehicles in a **safe** operating condition *in* accordance with the Department of Transport's Regulations.

(d) Responsibility of Company to Maintain Vehicles

The maintenance of equipment in sound operating condition is not only a function. but a responsibility of the Company.

(e) Right of Company to Determine Condition

The determination in respect to the condition of equipment shall rest with the senior qualified supervisor.

(f) Right of Employees to Refuse Unsafe Equipment

It shall **not** be a violation of this Agreement where **employees refuse** to operate such equipment unless *such* refusal is unjustified.

Section 12.2 - Responsibility of Drivers for Damage While Pushing or Towing a Vehicle

Drivers and maintenance employees will not **be** held responsible for damage while towing **or** pushing a vehicle if instructed to do *so* by the Company, **unless** the employee has been proven negligent.

Section 12.3 - Equipment on Power Units

(a) It is **agreed** between the Union and the Company having regard for the safety and the driver's health factor, that all power units will have **adequate** heaters, windshield wipers and **washers**, and **defrosters** installed and kept in operating condition. In extreme temperatures where heaters do not adequately heat the cab,

the Company will make the necessary alterations to retain adequate heat. Defective windshield washers shall not be classified as a breakdown. Windshield wipers are to **be** kept in proper working **order** at all times and **cabs** are **to** be weatherproof. **All** equipment shall be **equipped** with west coast mirrors.

- (b) **All** new city **and** highway tractors will have handbraking control valves installed at time of delivery.

Section 12.4 - Speedometers

The Company must **keep** speedometers in proper working order and reasonably accurate.

Section 12.5 - Bad Order Forms

It **is** agreed that bad order forms shall be supplied for the **driver** on which to report **defects** in equipment with **sufficient** copies so that **one** can be held available for the driver and **so** that the office of the Company **will** have a copy of this report on file. The mechanic will sign this report when repair work **is** completed. **A** bad order form **when** made out **by** the driver will be signed **by** a representative of the Company. When a unit is "bad ordered" for reasons that make the vehicle unsafe for use, it will be tagged and the **keys** removed and placed in the Maintenance Department along with the bad order report.

No driver or Company representative will remove the tag until **the** repair work is completed. **A** completed copy of the work order shall be attached to **the** tag left on the vehicle in order to show the work has been completed.

Section 12.6 - Operation of Vehicles in Excess of Legal Load Limits

The Company shall not compel any driver to operate a vehicle in **excess** of the legal load limits.

Section 12.7 - Braking Systems

All power equipment and vehicle combinations shall have adequate braking **systems**.

**ARTICLE 13
MEDICAL EXAMINATIONS**

Section 13.1 - Provisions for Medicals

Any medical examination required **by** the Company and/or Federal Legislation or **any** medical examination required **by** Provincial Legislation for *the* purpose of maintaining **a** driver's licence shall **be promptly** complied with **by** all employees provided, however that the Employer shall pay for all **such** examinations. The Company reserves the right to **select** their own medical examiner **or** physician and the Union may, if in their opinion **they** think an injustice **has** been done an employee, have said employee re-examined at the Union's expense.

Section 13.2

When a medical examination **is** required **by** the Company **the** following conditions shall apply:

(a) **Payment for Medicals Taken During Working Hours**

If any employee takes a medical examination during his normal working hours, *he* shall be paid for the time involved and thus *not* lose any pay as a result of his taking a medical examination and one (1) day's notice will **be** given the employee.

(b) Payment for Medicals Taken After Working Hours

If a medical examination is taken after working hours, the employee shall be paid seven dollars and fifty cents (\$7.50) and shall in such cases receive at least three (3) days notice prior to the appointment with the doctor.

(c) Report of Medicals

A report of the examination will be made available to the employee through the doctor designated by the employer.

(d) Medicals on Saturday

No employee shall be required to take a medical examination on a Saturday unless the employee so requests and does so voluntarily.

(e) Away from Home Medicals

In the event the Company elects to have the employee examined in another city which is not adjacent to his home community he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

(f) Medical Requirements for Drivers

Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers licences.

In the event that a driver loses his driver's licence as a result of the medical requirements applied by the Department of Transport, then he shall retain his terminal seniority for work preference and layoff and may bump into whatever department his seniority and qualifications entitle him to.

Section 13.3 - Drug Testing

The Company agrees to pay seven dollars and fifty cents (\$7.50) per test during **shift** (unpaid time) and fifteen dollars (\$15.00) **per test** if required to go **before** or **after** shift.

ARTICLE 14 COVERALLS AND UNIFORMS

Section 14.1 - Uniforms as a Condition of Employment

The Company agrees that **if** an employee is required to wear any kind of uniform as a condition of **his continued** employment, such uniform shall be furnished and **maintained** by the Company, free **of** charge, at the standard required by the Company. **No employee shall be** required to wear a *uniform* that **does not** bear the Union **label**. **Before** employees are requested to *wear* a uniform by the Company, the Union **shall** be consulted **as** to the **type** and standard.

Section 14.2 - Pooling Arrangements for Uniforms

It is further **provided** that voluntary pooling arrangements *for* the purchase of *or* rental of uniforms shall not come within the scope of this Agreement.

Section 14.3 - Coveralls

The Company **shall** supply **and** maintain adequate coveralls for maintenance employees as needed, **minimum** two (2) changes per week. *The* Company will stock a **supply** of **spare** coveralls for the use of

newly hired personnel and to cover' replacements in the case of oil spills, etc.

**ARTICLE 15
EXTRA CONTRACT AGREEMENTS**

Section 15.1 - Extra Contract Agreements

It **is** agreed that neither party to this Agreement shall **enter** into any agreement **or** contract with the employees which conflicts with the terms and provisions of this Agreement

**ARTICLE 16
NEW TYPES OF EQUIPMENT AND
CATEGORIES OF WORK**

**Section 16.1 - Establishment of Rates for New
Types of Equipment or New
Categories of Work**

When new types of equipment or categories of work for which rates of pay are not established by this *Agreement* **are put** into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement **on** such rates, *the* question **shall be** referred to arbitration and a Board of Arbitration shall **be** established within thirty (30) **days of the** date of failure to reach such an agreement and **the** rates as determined shall apply from **the** first day **the** equipment or categories of work **were put** into use or effect.

**Section 16.2 - Protection of Earnings Through
Introduction of Double Driver or
Sleeper Cab Operations**

Before the Company institutes a sleeper cab (double driver) operation, they must negotiate conditions and wages with the Local Union(s) involved.

**ARTICLE 17
BULLETIN BOARDS**

Section 17.1 - Bulletin Boards

The Company agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

**ARTICLE 18
LOSS OR DAMAGE TO CARGO OR
EQUIPMENT**

**Section 18.1 - Loss or Damage to Cargo or
Equipment**

Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

**ARTICLE 19
GENERAL HOLIDAYS**

Section 19.1 - General Holidays

The following General Holidays will be observed:

New Years Day
Good Friday

Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Day Before Christmas
Christmas Day
Boxing Day
New Year's Eve

Section 19.2 - Alternate Day

The day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, **the employees shall be paid** the General Holiday pay in accordance with the conditions outlined on the following page.

Section 19.3 - Pay for General Holidays

Maintenance employees shall be paid eight (8) hours pay at their regular hourly rate of pay and drivers shall **be paid ten** (10) hours **pay** at their **regular** hourly rate of **pay** for the aforementioned holidays providing;

- (a) they **have** been in the **employ of** the Company ninety (90) calendar days;
- (b) they have not been laid off for a period longer than fifteen (15) calendar days prior to **the** general holiday;
- (c) they have not been absent from work due to sickness or injury for a **period longer** than six (6) months prior to the general holiday;
- (d) **senior** employees shall **be** given the first opportunity to work on General Holidays, however, they shall have the **right** to decline

work providing a sufficient number of junior qualified employees *are* available.

Section 19.4 - General Holidays for Day Shift Employees

A General Holiday shall be deemed to span the period between 12:01 a.m. to 12:00 midnight on the day of such holiday. Any hours worked in *that* period will **be paid at time** and one-half (1 1/2) in addition to the Holiday pay.

Section 19.5 - General Holidays for Night Shift Employees

All night shift **employees** shall enjoy General Holidays in line with the following conditions:

A General Holiday shall **be** deemed to span the period 12:01 a.m. to 12:00 midnight on the day of **such** holiday. Any hours worked *in that* period will **be** paid at time and one half (1 1/2) in addition to the Holiday pay.

- (a) All employees *who* have worked **fifty** per centum (50%) or *less* of the previous twelve (12) Sunday night shifts *or* tours of **duty** will **be** classified **as** starting Monday night for the purpose of applying this clause.
- (b) Employees whose *work* week **starts** on Monday night shall **not** be allowed to work ahead of **employees** who start their work week Sunday night.

Section 19.6 - General Holidays During Annual Vacation

Any statutory holiday falling within an employee's vacation period will be paid either with **his** vacation pay *or* upon returning to work. If requested, an extra

day off, without pay, will be granted at a time mutually agreed upon.

Section 19.7 - Dispatches on Christmas and New Year's Eve

Dispatches must be arranged so the highway drivers will be back in their home terminal and off duty at 6:00 p.m. December 23rd and December 30th. However, this does not preclude the Company in case of an emergency to move a load if a driver, in line with his seniority, is willing to accept a dispatch which will bring him back to his home terminal after 6:00 p.m. as mentioned above. For all General Holidays the highway driver is entitled to thirty-six (36) clear hours off duty from the completion of his shift on the eve or the day of such General Holiday.

**ARTICLE 20
VACATIONS WITH PAY**

Section 20.1 - Vacation Pay for Employees with Less Than One Year's Employment

All employees with less than one (1) year of employment shall receive a vacation pay in accordance with the regulations established under the Canada Labour Standards Code.

Section 20.2 - Vacation for Employees with One (1) Year Employment

Employees who have completed one (1) year of employment shall receive two (2) weeks vacation with pay.

**Section 20.3 - Vacation for Employees with
Five (5) Years Employment**

Employees who have completed five (5) years of employment by November 30th in any year shall receive three (3) weeks vacation with pay; however, if an employee has not completed his five (5) years of employment when taking his vacation, the pay for the third (3rd) week shall be delayed until his fifth (5th) anniversary date of employment.

**Section 20.4 - Vacation for Employees with Ten
(10) Years Employment**

Employees who have completed ten (10) years of employment by November 30th in any year shall receive four (4) weeks vacation with pay; however, if an employee has not completed his ten (10) years of employment when taking his vacation, the pay for the fourth (4th) week shall be delayed until his tenth (10th) anniversary date of employment.

**Section 20.5 - Vacation for Employees with
Eighteen (18) Years Employment**

Employees who have completed eighteen (18) years of employment by November 30th in any year shall receive five (5) weeks vacation with pay; however, if an employee has not completed his eighteen (18) years of employment when taking his vacation, the pay for the fifth (5th) week shall be delayed until his eighteenth (18th) anniversary date of employment.

**Section 20.6 - Vacation for Employees with
Twenty-five (25) Years
Employment**

Employees who have completed twenty-five (25)

years of employment by November 30th in **any** year shall receive **six (6) weeks** vacation with pay; however, if **an** employee has not completed his **twenty-five (25)** years of employment when taking his vacation, the pay for the sixth (6th) week shall **be** delayed until his **twenty-fifth (25th)** anniversary **date of** employment.

Section 20.7 - Amount of Vacation Pay

Vacation pay for those enjoying two (2) weeks vacation, three (3) **weeks** vacation, four (4) weeks vacation, five (5) weeks vacation **and** six (6) weeks vacation with pay annually, shall be calculated at four per centum (4%), **six** per centum (6%), eight per centum (8%), ten **per** centum (10%) and twelve per centum (12%) respectively of their total earnings for the year previous to their vacation,

**Section 20.8 - Vacation Pay for Employees
Terminating Employment**

Employees who have qualified for two (2), three (3), four (4), five (5), or six (6) weeks vacation and who sever or have severed their employment **after** they have become qualified for two (2), ~~three (3)~~, four (4), **five (5)** or **six (6)** weeks vacation, as the **case** may be, shall receive **at** the date of the severance or as soon as reasonably possible thereafter, vacation pay computed at the **rate of** four per centum (4%), **six** per centum (6%), eight per centum (8%), ten per centum (10%), or **twelve per** centum (12%) respectively of their earnings since the termination of their **last** computed vacation **pay**.

Section 20.9 - Vacation Pay for Regular Employees On Short Time

Vacation pay will be computed at the rate of two per centum (2%) of annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of forty (40) hours pay per week of vacation provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short time due to, sickness or Workers' Compensation and shall not apply to employees who sever or have their employment severed.

Section 20.10 - Vacation Periods and Qualifications

The choice of vacation periods shall be by seniority in each department and the Company guarantees that all employees wishing to take their vacation during the months of June, July, August, September and October shall be allowed to do so. It shall not be mandatory, however, for employees to take their vacations during this period. Employees choosing their vacation periods in other than the summer vacation period shall be allowed to do so in accordance with their departmental seniority. The Company will have each employee come into the Manager's office in order of seniority to sign for the time he would like for his vacation. The final vacation schedule shall be posted by the Company no later than April 1st of each year.

Summer vacation periods shall be June, July, August, September and October inclusive.

- (a) Employees qualified for more than three (3) weeks vacation will be restricted to **three (3)** weeks during the recognized summer vacation period.
- (b) It shall **be** compulsory for all employees **to** take their vacations during the period from February 1st to January 31st.
- (c) Vacation pay and General Holiday pay will be considered as earnings.
- (d) Employees while on vacation cannot be called into work.
- (e) **All** new employees hired after November 3, 1990, shall receive annual vacations as follows:
 - 1) two (2) **weeks** annual vacation after one (1) year of employment.
 - 2) **three (3) weeks** annual vacation **after sixty** (60) months worked.
 - 3) four (**4**) weeks annual vacation after one hundred twenty (120) months worked.

For **the** purpose of applying this section one day worked in any month **shall be** considered **as** one month worked.

Section 20.11 - Separate Cheque for Vacation Pay
All monies **paid for** vacation shall **be paid** by separate cheque.

Section 20.12 - Payment of Vacation Pay While on Layoff

Any employee **who is on** layoff must request his vacation pay no later than January 15 **of** the following **year** in which the vacation entitlement was earned, shall receive his accumulated vacation pay no sooner than January 31st.

**ARTICLE 21
ALLOCATION OF WORK AND HOURS OF
WORK, CITY DRIVING DEPARTMENT AND
DOCK DEPARTMENT**

**CURRENTLY NOT APPLICABLE -
SEE LETTER OF UNDERSTANDING # 4**

Section 21.1 - Allocation of Work

The Company **shall** have the authority to allocate *the* work to personnel having **due regard** to **seniority and** qualifications and where qualifications are relatively equal, seniority shall **be** the determining factor.

Section 21.2

(a) Special Operations or Bid Runs Within the City Department

Employees shall be allowed to **bid** and qualify for runs designated as Peddle Runs or Special Operations, in conjunction with the annual departmental job bid. Upon written request from the Local Union, the conditions governing such **Peddle** Runs or Special Operations will **be** reduced to writing and will not **be** inconsistent with the terms and conditions of this Agreement.

(b) Bidding on Starting Times and/or Shifts

In conjunction with the annual inter-departmental job bid, seniority **shall** prevail as to starting **times** and/or shifts as set out by **the** Company.

(c) In the event the Company improperly starts a junior employee on a shift ahead of a senior

employee, the Company **shall** compensate **the** senior employee an amount of money equal to the difference between the two (2) **starting times** which shall be **at** the **regular** rate providing **the** employee works the assigned **shift**.

(d) Preference for First Five (5) Days

Senior **personnel** shall have the preference to work **on** the first five (5) consecutive days of the week to the extent that it is consistent with the following conditions:

- 1) the work week may commence on Sunday;
- 2) all work performed after 8:00 a.m. Saturday and prior to 8:00 p.m. on Sunday **shall** be paid at one and one-half (1 1/2) times *the* regular rate of pay.

(e) Extra Highway Trips

Where the Company has **extra** highway trips, such trips **shall** be allocated to qualified city **drivers** in the following manner, providing he is willing **to** perform the work:

- 1) to the senior available driver on duty; however, **no** such driver will be considered available for highway trips which would **entail** a complete shift totalling over ten (10) hours:
- 2) where **a** city driver has commenced his work day in the city and is assigned **an extra** highway trip from which he **returns** within his normal working day, he **may** elect to go home providing **he** has earned the equivalent of eight (8) hours **pay**. If he continues to work he will be paid **time** and one-half (1 1/2) the regular hourly rate of pay after

he **has** completed a total of **ten (10)** hours on **duty**;

3) where no one **is** available under paragraph 1) or in the event additional personnel are required, off duty drivers **shalt *be*** called in order of seniority;

4) no city driver who has completed eight (8) hours on duty and has been released from duty shall be eligible for extra highway **trips until he has been off** duty for **ten (10)** hours;

5) on the completion of such trip, he will not be considered as available for work until after **ten (10) hours** off duty.

(f) Overtime Pay

An **employee** shall be paid at **one** and one-half (1 1/2) **times** his regular hourly rate of pay for **all** hours worked at the hourly rate in **excess** of **TEN (10)** hours per **day** or **FIFTY (50)** hours per week.

Notwithstanding the above paragraph, any employee performing a combination of hourly **and** mileage **rated** work **shall be** paid at the driver's overtime premium rate in addition to the straight time hourly and/or mileage rate for all time worked at the hourly rate and/or mileage rate in **excess** of **ELEVEN (11)** hours per day. All time **worked** at the hourly and/or mileage rate shall include **all** time from punch in to punch out **except** for time taken for meal periods, coffee breaks **and** rest periods.

When **General Holiday(s)** occur **within the** scheduled work week, the weekly limitation after

which overtime shall be ~~paid~~ will ~~be~~ reduced by the number of hours paid for the General Holiday(s) in accordance with Section 19.3. All time paid for employees called in on a General Holiday shall ~~be~~ paid at ~~the~~ appropriate overtime rate of ~~pay~~ but shall not ~~be~~ computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(g) Regular Shifts

The Company must **establish** regular shifts for all **employees** which **shall not** be changed without twenty-four **(24)** hours posted notice. However, if any employee is required **to** report before **his** regular starting time, he will *be* advised prior to the completion of his previous shift. All hours worked by **an** employee prior to his regular starting time will ~~be~~ paid for at the rate of time and one-half the regular rate of pay.

(h) Lunch Hour

Employees shall ~~not~~ take more than one (1) continuous hour for meals, however, should the taking of a full continuous hour for meals cause **additional** waiting time, the Company **may** request the employee to take not less **than** thirty (30) minutes. No employee shall **be** compelled **to** take more than one ~~(1)~~ continuous hour for meals and the meal period shall be between **the** fourth ~~(4th)~~ and sixth (6th) hours.

Section 21.3

(a) Normal Work Day

The normal **work** day shall be eight **(8)** hours and the normal **work** week shall ~~be~~ forty (40)

hours for the period of May 1 and October 31st inclusive: the normal work day shall be six (6) hours and the normal work week shall be thirty (30) hours for the period November 1 to April 30th inclusive. All hours worked at the hourly rate in excess of ten (10) hours in any one (1) day or fifty (50) hours in any one (1) week shall be paid at one and one-half (1 1/2) times the regular rate of pay.

(b) Call-In Guarantee

Employees covered by this Agreement called in for work shall be guaranteed not less than eight (8) hours pay during the period of May 1st to October 31st inclusive and not less than six (6) hours pay during the period of November 1 to April 30th inclusive. On Saturday the guarantee shall be four (4) hours at time and one-half the regular rate.

(c) Call Back Guarantee

All call backs which will require employees to work over eight (8) hours in twenty-four (24) hours shall be paid for at the rate of time and one-half the employees' regular rate of pay. There shall be a minimum call back guarantee of four (4) hours pay at time and one-half the regular rate.

A call back will be defined as any call to work that is not in concert with Section 21.2 (h) or Section 29.2 (b) and does not include those employees whose shifts are changed as agreed to in Article 29.

(d) Allocation of Saturday Work

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and qualifications.

- (e)** When an **employee** is **unable** to make-up or break up a trailer-train combination without assistance, **the** Company will provide him with **the** necessary help.

**ARTICLE 22
ALLOCATION AND HOURS OF WORK
- HIGHWAY OPERATIONS**

Section 22.1 - Highway Definitions

(a) Highway Bid Run Drivers

A highway driver operating on a bid run.

(b) Regular Highway Drivers

A driver who bids on the highway at the job bid and works regularly on **the** highway.

It is agreed that highway bid run drivers, regular highway drivers and city drivers will come under the **Rules** and Regulations of highway operations when operating within the Highway Department.

(c) Bid Run Operations

At a terminal where bid runs may be set up or where there are Special Operations, it is agreed that the Company and the Local Union(s) involved will meet to establish rules, in writing, governing the operation of **such** bid runs and/or Special Operations.

Section 22.2 - Bid Run Rules

Bid Runs will only be established **by** agreement with the Local Union(s) involved and in accordance with the Rules set forth below.

Bid Run Operations - At a terminal where bid runs may **be set up or where there** are Special Operations, it is **agreed** that the Company **and** the Local Union(s) involved will meet to **establish** rules in writing which must be signed **by** an official of the Local Union governing the operation of *such* bid runs **and/or** Special Operations. Rules governing such **bid** runs and/or Special Operations will **be** reduced to writing and become part of the bid.

- (a) A bid run shall have **a** regular starting time established unless otherwise mutually agreed upon.
- (b) Bid runs shall have permanent points or areas established on the bid and the driver will not be dispatched to points or other areas other than those points or areas established by the bid.
- (c) **If** for any reason **the** bid run does not materialize, the bid run driver shall exercise his seniority on the regular highway operations. The bid run driver will continue to operate on regular highway operations for that week or until the bid run driver arrives back in his home terminal and has **had** enough **time** off duty to enable him to go back on his bid run.

Section 22.3 - Regular Highway Dispatch

Highway drivers will **be assigned the best paying** dispatches which are available when they **are** called

to **report** for duty. However, should ~~the~~ highway driver elect to decline the best paying dispatch, he will **be** given preference on all other loads available. Should other loads materialize and be available for dispatch between the time **a** driver **is** called for duty and the **time** he reports for dispatch, the driver will be advised and may exercise his seniority on such loads.

Loads will not be held for **the** purpose of depriving a highway driver of his seniority.

In the event **the** Company improperly dispatches a highway driver on a **trip** ahead of a senior driver, an *amount* of money equal to ~~the~~ difference between the two (2) starting times at the regular hourly rate or the difference in the trip involved, whichever is the **greater**, will **be** paid to the senior driver.

The Company shall assign drivers to highway **trips** in accordance with the following conditions:

- (a) Seniority of the employees in the highway operations at the home terminal.
- (b) Hours off regulations and hours of work limitations as spelled out in this Article and appropriate Government Regulations.
- (c) Highway drivers will be given preference at time of dispatch on loads in line with their seniority regardless of the power equipment required to move the load.
- (d) Employees on highway operations off duty at their home terminal will not be considered available for work **until** they have been off duty ten (10) hours. They will be allowed two (2)

hours without pay to report for work. Each driver upon **being contacted** by the Company shall be advised of his **starting time**.

- (e) If a highway driver is not dispatched after reporting lot work as **advised**, he **shall** be paid for all time **held** at the regular **rates** of pay.
- (f) Senior **personnel** shall have the preference of working on the first five (5) days of the week and the work may commence on Sunday.

(g) Overtime Pay

A highway driver shall be paid at one and one-half (1 1/2) **times** his regular hourly rate of pay for all hours worked at the hourly rate **in excess** of ten (10) hours **per day** or fifty (50) hours **per week**.

Notwithstanding **the** above paragraph, a highway driver performing a combination of hourly and mileage **rated** work shall be paid at the driver's overtime premium rate in addition to the straight time **hourly** and/or mileage rate for all time worked at **the** hourly and/or mileage rate **in excess of eleven (11) hours per** day or **sixty (60) hours per** week. All time worked at the hourly and/or mileage rate shall include all time from punch in to punch out **except** for time taken for meal periods, coffee breaks and rest periods.

THE DRIVERS OVERTIME PREMIUM RATE AS DESCRIBED IN APPENDIX "A OF THIS AGREEMENT SHALL ONLY APPLY TO DRIVING OVERTIME.

When General Holiday(s) occur within the scheduled work **week**, the weekly limitation after which overtime shall **be** paid will be reduced by the number of hours paid for the General Holiday(s) **in** accordance with Section 19.3. All time paid for employees called in on a General Holiday shall **be** paid the appropriate overtime rate of pay but shall not be computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(h) Mileage Limitations

Highway drivers shall have the right to decline further work **when** they have accumulated a total of forty-five (45) **hours** or 1,800 **miles** in **any week**. Notice must be given by 5 p.m. the previous day or at the end of the shift. Drivers booking off for doctor appointments, **etc.** shall not count as **a** shift worked and the driver will go to the **bottom** of the seniority list for that day. For dispatch **purposes**, however, Sections 22.2 will apply. No driver will be dispatched from **his** home terminal when *he* has accumulated 2,200 miles in a **week**. When a driver **at** a foreign terminal **has** reached 2,200 miles in a week **he** must *be* dispatched on a trip directly en route to his home terminal. **Any** General Holiday that falls within the scheduled work week shall reduce the number of miles driven or hours **worked** for the purpose of booking off by ten (10) hours or four hundred (400) miles for each General Holiday.

(i) Sixth (6th) Shift Operations

When all employees in the Highway

Department have worked five (5) shifts senior employees will be given the first opportunity to work on sixth (6th) shift operations. In the event the work is declined, the Company reserves the right to allocate the work in reverse order of seniority. Highway drivers shall not be compelled to accept a sixth (6th) shift dispatch which entails a layover. In the event a man is dispatched on a turn on the sixth (6th) shift and the return load *does* not materialize, the man shall be paid for all time held. It is the Company's responsibility to return the man to his home terminal. For the purposes of applying this Section, a paid General Holiday shall be considered as a shift worked.

(j) City Pick-Up & Delivery Operations

Currently not applicable - Refer to Letter of Understanding # 4

In order to prevent inter-mingling of highway operations with the city pick-up and delivery operations, no highway drivers will be allowed to pick-up or deliver freight within a radius established by mutual agreement between the Company and the Local Union involved and reduced to writing and signed by the parties.

(k) Sunday Dispatch

The known Sunday night dispatch will be made available at least twenty-four (24) hours prior to the time of dispatch.

No driver will be compelled to accept a dispatch on Sunday night unless he receives twenty-four (24) hours notice and, except in an emergency,

no driver will be dispatched before 10:00 p.m. Sunday night.

Drivers wishing to book off **Sunday** night must request permission to do so no later than on the preceding **Saturday** noon.

(l) **Call-In Guarantee**

Employees who are on the Highway Department seniority list and who are called in for **duty** between the period of **May 1st** to October 31st inclusive shall receive eight (8) hours work within that department or **the** equivalent of eight (8) hours pay at their **regular** hourly rate. The call-in guarantee during the period November 1 - April 30th inclusive in any year is to **be** six (6) hours work within that department or the equivalent of **six (6)** hours pay at their regular hourly rate.

(m) **Currently not applicable**

- Refer to Letter of Understanding # 4

City drivers who are called in off shift for extra highway trips shall receive eight (8) hours work within the Highway Department or the equivalent of eight (8) hours pay at their regular hourly rate, **except** on Saturday where the guarantee shall be four (4) hours, and **except** between the months of November 1 to April 30 in any one year inclusive when the call-in guarantee is to be six (6) hours at the regular hourly rate.

(n) **Turnaround Runs**

Home terminal drivers will **be** given preference on turnaround runs over foreign terminal drivers on layover.

(o) Deadheading

Employees required to deadhead shall be paid the prevailing rate equal to the driver. This shall include breakdowns and all delays, etc. Drivers will not **deadhead in vehicles** which are not equipped with passenger **seats**.

(p) Preparation of Equipment

Employees will be paid a maximum of thirty (30) minutes for the initial **pick up** of the trailer and preparation of equipment and a maximum of fifteen **(15)** minutes for the final unhooking of the **trailer**. This will include checking **and** filling of oil, **fuel**, tires, windshield washer containers, **rad**, etc.; cleaning of windows and mirrors, circle check **an#** all paper work.

At intermediate points where a highway driver is required to switch equipment or break trailer trains, he shall **be paid** ten (10) minutes at **his** hourly rate for each individual drop and each individual pick-up of equipment. Equipment shall mean **and** include trailers, **payloaders and dollies** and each shall be considered as individual drops *or* pick-ups.

Where an employee *is* unable to make-up or break-up a **trailer** train combination without assistance, the Company will provide him with the necessary help.

(q) Slip Seat Operations

A minimum of fifteen (15) minutes will be paid to highway drivers on slip seat operations **for** waiting time and all duties performed in completing this function.

(r) Time Payment

All time payments of highway drivers shall **include** way-freighting, terminal delays, breakdowns, completing of log forms, tach cards or other unavoidable **delays** and shall be calculated at *the* prevailing wage rate of the **driver's** home terminal. It is **agreed** that a driver while performing work where a higher scale prevails, shall receive the prevailing drivers scale while performing work in that area. **Any** claim for pay must be **accounted** for by the highway driver on a form provided and approved by the Company's representative in **charge**. In the event **of** breakdowns or other allegedly unavoidable delays such as major **snow** storms occurring in areas without supervision, the Company may, *at its discretion*, require drivers to **sign a** statutory declaration having the same force and effect as a statement made under oath and by virtue of the Canada Evidence **Act** setting forth the **causes to the best** of their knowledge and belief for such breakdowns and/or delays.

(s) Delays Due to Snow and/or Ice Conditions

- 1) In any one (1) tour of duty, where there is a total of three (3) hours or less **of** delay at the hourly rate due to **snow** and/or ice conditions, the Company shall pay for all such delays as a delay pursuant to Section 22.3 (r).
- 2) In **any** one (1) tour of duty, where there is a total of more than three (3) hours of delay at the hourly rate **due** to **snow** and/or ice

conditions, the Company shall pay for all such delays **at** straight time for all *hours* involved regardless **of** when they occur.

Such **hours of** delay, although paid for at straight time, shall be used in determining total time for the purposes of calculating overtime pursuant to Section 22.3 (g).

(t) Accommodations

The Company **agrees** to provide and maintain and pay *for* where necessary, **clean**, sanitary and adequate sleeping accommodations for all highway drivers who are required to **sleep away** from home.

For the purpose of clarification, adequate sleeping accommodations shall mean;

- 1) highway drivers **shall** not be compelled to sleep ~~more~~ than four (4) men to each room **where** the sleeping quarters are **on** Company premises. However, highway drivers shall not be compelled to sleep ~~more~~ than two (2) men to each room **where** outside accommodations **are** used and at all new Company terminals. Existing practices of less than four (4) men to each room at **Company** sleeping quarters will be maintained;
- 2) each room will **be** properly ventilated and have a heating and cooling system capable of maintaining a comfortable sleeping temperature;
- 3) clean and sanitary **washrooms** *with* showers and toilet facilities shall be included on the

immediate **premises** capable of meeting the requirements of any appropriate government agency.

- (u) Transportation for laid over highway drivers will be supplied by the Company in a Company vehicle or by adequate public transportation to and from sleeping accommodations and restaurant facilities over one-half (1/2) mile from the Company terminal. Transportation will be **supplied** under one-half (1/2) mile in inclement weather.

For the purpose of determining the definition of "adequate", drivers will not be required to wait more than fifteen (15) minutes for public transportation nor will they be required to walk more than one-half (1/2) mile from the terminal to the place of public transportation or from the place of public transportation to the place of their sleeping quarters or a combination of both.

- (v) **Meal Allowance**

Drivers who **are** required to layover and sleep away from home will receive a total of **twelve** dollars and **fifty cents** (\$12.50) **per** sleep meal allowance.

- (w) **Transportation in Cases of Discharge or Suspension**

A highway driver suspended or discharged away from his home terminal shall receive *transportation* to his home terminal within a period of ten (10) hours from the time of discharge provided he is available.

(x) Transfer

Currently not applicable

- Refer to Letter of Understanding # 4

Drivers **moving** to the Highway Department between annual **job** bids shall **be** placed at the **bottom** of the highway seniority **list** for work preference and terminal **seniority** will not apply until the next annual job bid. **However**, terminal seniority shall be used in the event of a layoff or a reduction of the highway **work force**.

(y) Currently not applicable

- Refer to Letter of Understanding # 4

If highway drivers *are* off work for any reason (i.e. sickness, holidays, etc.) and they are **replaced** on a **temporary** basis by senior qualified city drivers, the replacement city drivers will not be required to take a layoff prior to returning to the City Department.

Section 22.4 - Foreign Terminal Dispatch

(a) Layover

Highway drivers required to lay over at a foreign terminal shall not be dispatched until they have been off **duly** for eight (8) hours.

(b) Reporting for Work

Such highway drivers shall **be** allowed one (1) hour without pay to **report** for work **except** where **the** location of their **sleeping** quarters **makes** it necessary to **take** longer but **at** no time to **exceed** two (2) hours.

(c) Hold Over Pay

If a driver is held over twelve (12) **hours** he shall **be** paid for all time held over the twelve

(12) hours up to a maximum of ten (10) hours in the first twenty-two (22) hour period from the time the run ends. The same principal shall **apply** in each succeeding twenty-two (22) hours. If he **is** required to perform hourly rated work during the hold over period, he shall **be** paid his regular hourly rate of pay for **such** work **and** this pay shall be in addition to the pay he receives **for** all time held. However, hold over pay does not accumulate for the **purpose** of overtime.

(d) Sunday, General Holiday Meal Allowance

On **Sundays** and General Holidays lodging shall be allowed in addition and in accordance with the terms **set** out herein, and the driver shall receive a meal allowance **of** twelve dollars **and** fifty cents (\$12.50) for each day held.

(e) Dispatch Rules

Drivers who have been laid over in foreign terminals shall **be** dispatched in accordance with the following **rules**:

- 1) drivers **who** are available for duty will be given preference on return dispatches to their home terminals;
- 2) when *two* (2) or more drivers from the same home terminal are available for **duty**, they will be dispatched in accordance with their highway seniority;
- 3) when two (2) or more drivers from different home terminals **are** in a foreign terminal and available for duty **they** will be dispatched in accordance with their highway seniority.

- (f) For drivers **who** have not been laid *over* and are available for dispatch **Section 22.4 (e)** will apply.
- (g) Where **there** are bid runs out of a terminal, foreign terminal **drivers may be held until** bid run **drivers** have **been** dispatched provided there **are** sufficient **loads** available.
- (h) No driver will be held over away from his home terminal on a **General Holiday or an a Sunday** unless by mutual consent.

Section 22.5 - Rules and Regulations for Highway Operations

Having regard for the differing operational conditions that may exist from one area to another, the Company and **the Local Union(s)** may institute **Rules** and Regulations that are mutually agreed upon. **Such Rules** and Regulations **must be** reduced to writing **and** signed by **the** parties. In the event of any dispute concerning such **agreed** upon Rules and Regulations, either party to **this Agreement reserves the right to rely** on the **terms** of this **Agreement** which **shall** govern.

**ARTICLE 23
ALLOCATION OF WORK AND HOURS OF
WORK - MAINTENANCE DEPARTMENT**

Section 23.1 - Preference for First Five Days

Senior personnel shall have **the** preference to work on the first **five (5)** consecutive days of the week to **the extent** that it **is** consistent with the following conditions:

Section 23.2 - Start of Work Week

The work week may commence on Sunday.

Section 23.3

All work performed after 8:00 a.m. Saturday and prior to 9:00 p.m. on Sunday shall **be** paid for at **one** and one-half (1 1/2) times the regular rate of pay.

Section 23.4

(a) Overtime Pay

The normal work day shall be eight (8) hours and the normal work week shall **be** **forty** (40) **hours**. All hours worked **at** the hourly **rate** in **excess** of eight (8) hours in any one (1) day or forty (40) **hours** in **any** one (1) week shall be paid at one and one half (1 1/2) times the regular rate of pay.

(b) Allocation of Overtime Work

Where the Company has overtime work to be performed such work **shall be** allocated to qualified personnel who normally perform the work in the following manner:

- 1) to the senior available employee on duty who is willing to perform such work;
- 2) **when** no one is available under 1) or in the event additional personnel **are** required, off duty employees will be called in order of seniority provided they are willing **to** perform the **work**.

(c) Call-In Guarantee

Employees **covered** by this **Agreement** called in for **work** shall **be guaranteed** not less than

eight (8) hours pay. On **Saturday** the guarantee shall *be* four (4) hours at one and one-half (1 1/2) **times** the employee's regular rate.

(d) Call-Back Guarantee

All call-backs *which* will require employees to work **over** eight (8) hours in twenty-four (24) hours shall be **paid** for at the rate of time and one half (1 1/2) **the** employee's regular rate of pay. There **shall** be a minimum call-back guarantee of four (4) hours pay and the employee shall not be required to perform any work in addition to the emergency work for which *he was* recalled. A call-back will be **defined** as any call to work that is not in concert with Section 26.2.

(e) Overtime in a Week in Which a General Holiday Occurs

When General Holidays occur within the scheduled work week, the weekly limitation after which overtime shall **be** paid will be reduced by the number of hours paid of the General Holidays as outlined in Section 19.3. All time **paid** for employees called on a General Holiday shall be paid at **one** and one-half (1 1/2) times **the** regular rate, but shall not **be** computed as time worked for the purpose of calculating overtime after the reduced weekly limitation.

(f) Allocation of Saturday Work and Rates of Pay

On Saturday operations, the Company shall assign the work available to employees in accordance with their departmental seniority giving preference according to seniority and

qualifications subject to Section 23.4 (b) - I and 2.

(g) Outside Work

The Company will not **have work** done by an outside garage which is normally done **by** the maintenance personnel except **when** employees or equipment required are not available or damaged equipment is **directed** to an outside garage **by** an insurance company.

(h) Effective January 1, 1998, maintenance employees working the midnight shift (midnight to 8:00 a.m.) will be allowed a twenty minute lunch break without loss of pay.

**ARTICLE 24
ANNUAL JOB/SHIFTS BIDS**

Section 24.1

It is **agreed** between the Company and the Union that once each year all employees in the Highway, City and Dock Departments may bid to **transfer** to other departments within their own terminal providing that they have the necessary qualifications and seniority.

Maintenance employees will be allowed to bid on shifts in accordance with seniority however, the Company **reserves** the right to insure **that** it has a nucleus of **qualified** personnel on each shift.

Section 24.2

The Annual Job Bid **shall be held** annually in the month of March and will be **posted for** seven (7) **days** commencing on the **first** Monday of that month. The Bid will show the number of departmental

openings, **shift** starting times, Special Operations and highway bid **runs**. Each employee will **be** brought into the **office** in order of seniority to sign **the Bid**, at which time **he must** sign the Bid and indicate **his** preference. The transfer of **employees** will **be effected** commencing on the first Sunday of the month of April. The results of the Annual Job Bid will **be posted for** at least **seven (7)** days prior to the annual change and the Local Union's area office concerned will **be given copies** when completed. The appropriate Shop **Steward** will have the authority to sign on behalf of any employee who is absent at the **time** of the Annual Job **Bid** due to sickness, injury, leave of **absence** or vacation.

Section 24.3

Employees will only be transferred if the required qualifications are approved **by** the Company.

Section 24.4

An employee humped out of a department as a result of the Annual Job Bid will **move** to whatever department his seniority and qualifications entitle him to.

Section 24.5

Personnel transferring under the above conditions shall assume positions according to and maintaining their terminal seniority.

Section 24.6 - loss of Licence

At the **time** of the Annual Job Bid, an employee who **has** lost his driver's licence will **be** entitled to bid for a driving job in accordance with his seniority **and** qualifications. Such employee shall **assume** such bid upon regaining his driver's licence. In the

interim, such employee will not be entitled to enjoy his seniority in any other department.

ARTICLE 25

JOB OPENINGS - DRIVING DEPARTMENT

Section 25.1 - Equipment Openings

When openings on types of equipment occur at any time, qualified employees in the department in which the openings occur shall be given preference in accordance with their seniority. This shall not be interpreted to give an employee the right to move from one truck to another, nor to give an employee preference to bid on a new truck, but is intended to give an employee an opportunity to progress from straight truck to tractor-trailer equipment.

Section 25.2 - Job Openings

When job openings occur in any department coming within the scope of this Agreement, such openings will be posted on the Bulletin Board for five (5) working days (Saturdays, Sundays and General Holidays excluded) and the employees in the department affected shall have the first opportunity of bidding on such job openings and retaining their departmental seniority. The senior qualified employee(s) from any other department bidding on the remaining vacancies will be placed in the new department at the bottom of the seniority list for work preference.

Section 25.3 - Seniority

An employee who transfers from one department to another between bids shall be placed at the bottom of the departmental seniority list for work

preference only. At the next Annual Job Bid he may exercise his terminal seniority for all **purposes**. However, terminal seniority shall be used in the event of a layoff.

**ARTICLE 26
JOB OPENINGS - MAINTENANCE
DEPARTMENT**

Section 26.1 - Job Openings

Where a job opening occurs within the Maintenance Department, the job will go up for bid and providing the experience, **skill** and efficiency of the employees bidding are relatively equal, seniority will be **the** determining factor. Job posting to be **posted** for five (5) working days effective January 1, 1998.

**Section 26.2 - Bidding on Starting Times and/
or Shifts**

A Company must establish regular shifts for **all employees** which **shall** not be changed without twenty-four (24) hours posted **notice**. However, if an employee **is** required to report before his regular starting time, he **will** be advised prior to the completion of his previous shift. **All** hours worked by an employee prior to his regular **starting** time will **be paid at** the rate of time and **one-half** (1 1/2) the regular **rate** of pay.

Seniority shall prevail as to starting **times** and/or shifts as set out by the Company. The Union recognizes the Company must have a nucleus of experienced men *on* each shift where necessary.

In the event **the** Company improperly starts a junior employee on a shift **ahead** of a senior employee,

the Company shall compensate the senior employee, an amount of money equal to the difference between the two starting times which shall be at the regular rate providing the employee worked the assigned shift.

ARTICLE 27 SUPERVISORS

Section 27.1 - Supervisory Personnel

All supervisors and foremen shall be excluded from the bargaining unit and will not perform any work which falls within the scope of this Agreement. When supervisors or foremen are appointed, a notice to that effect will be posted and maintained on a Bulletin Board.

Section 27.2 - Lead Hands and Rate of Pay - Drivers

A "Lead Hand" shall be defined as a person who may perform work and direct the work of other employees within the Dock Department only and he shall be a Union member. He shall not have the authority to hire, fire or penalize. He may relay operational instructions from Management to employees outside the Dock Department only when he is working at the terminal as a Lead Hand. When a Lead Hand is required to drive or perform overtime work he shall only enjoy work preference according to his seniority and qualifications as described in Article 21 and he shall not suffer the loss of the Lead Hand premium. A Lead Hand shall not enjoy preferential treatment if he is subject to layoff but will be laid off in accordance with his terminal seniority regardless of qualifications.

When Lead Hands are to **be** appointed by Management, a bid will **be posted** and the Lead Hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of Management to make the final selection provided that when qualifications are equal, the senior man **will be** given the preference.

It is understood that the differential in **wages** for Lead Hands will be minimum of ten cents (.10) per hour in excess of the **checker** rate of pay.

**Section 27.3 - Lead Hands and Rate of Pay
- Maintenance**

A "Lead Hand" **shall** be defined as a person who may perform work and direct **the work** of other employees within **the** Maintenance Department only **and he shall be** a Union member. He shall **not** have the authority to hire, fire *or* penalize. When a Lead Hand **is** required to perform overtime work **he** shall only enjoy work preference according to his seniority and qualifications as described in **Article 8** and he shall not suffer the **loss** of the Lead Hand premium. **A** Lead Hand shall not enjoy preferential treatment *if* he **is** subject to **layoff** but will be laid **off** in accordance with his company seniority regardless of qualifications.

When Lead Hands **are** to be appointed by Management, a bid will be posted and the Lead Hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of Management to make the final selection provided **that** when qualifications are equal, the senior man will be given the preference.

It is understood that the differential in **wages** for Lead Hands will **be** minimum of twenty **cents** (.20) per hour in **excess** of his classification **rate** of pay. Effective January 1, 1998 **wages** for lead hands will **be** a minimum of fifty cents (.50) per hour in **excess** of his classification **rate** of pay.

Section 27.4 - Notice of Appointment

When Lead **Hands** are appointed, a notice to that effect will be **posted** by the Company.

**ARTICLE 28
PAY PERIOD**

Section 28.1 - Pay Period Interval

The interval between **pay** days shall be no longer than two (2) **weeks**, and in the event that the Company changes from a one (1) week pay period to a two (2) week pay period, three (3) clear months notice shall be given by the Company. Advances shall be made **to** employees **on** request, to assist during the adjustment **period**, and such adjustment **period** shall not **exceed** three (3) months. All exchange **costs** on cheques to **be** paid for by the Company. **At** the time that an employee receives his pay **cheque**, the Company shall not retain possession of more than one (1) week's accrued **wages** except by agreement with the employees expressed, if necessary, by a majority **vote** of the employees affected.

Section 28.2 - Issuance of Pay Cheques Prior to Saturday or General Holidays

The Company shall issue pay cheques in individual envelopes in such a manner that all employees shall

have at **least** one (1) full banking day prior to a Saturday or a General Holiday.

Section 28.3 - Pay for Night Shift Employees

Night shift **workers** will receive their pay cheques prior to the completion of their last scheduled shift and in accordance with Section 28.2. This shall mean they will receive their pay cheques no later than the end of their shift which commences on Thursday. In a week where a General Holiday falls on a Friday, they will receive their **pay** cheques no later than the end of their shift which commences on Wednesday.

Section 28.4 - Shortages

Minor **shortages** will be paid the following pay **period** **when** brought to the attention of the Company. Shortages in **excess** of fifty dollars (\$50.00) will be paid immediately.

**ARTICLE 29
HIRED CITY EQUIPMENT**

**CURRENTLY NOT APPLICABLE - REFER TO
LETTER OF UNDERSTANDING # 4**

Section 29.1 - Definition

The intent and **purpose** of this clause is to provide help in peak periods when **regular** employees are not available for work and not to circumvent the hiring of full time employees.

Section 29.2 - Rules

- (a) The Company shall *not* lease or hire outside equipment to perform city pick-ups and deliveries unless **all** available and road-worthy

equipment of the Company is in **use**. In the event the above condition is met, and ~~the~~ Company utilizes leased or hired equipment, such equipment shall, in all cases, be operated **by** employees of the Company provided such employees are available. The Company shall not sub-contract pick-up and delivery operations except when **all** available employees have been given the opportunity to perform available work and after ~~the~~ Local Union **has been** given the opportunity to provide **extra** help. When **such** work is sub-contracted, work will be **given** to firms having a Collective Agreement with the Teamsters Union if such firms have available equipment at **the** time required. **When** such hired **city** equipment is **engaged** by the Company, **the** Company will notify a **steward** and/or Business Representative of the Union.

- (b) When hired trucks ~~are~~ required in conformity with Section 29.2 (a), they will not **be** used prior to 10:00 a.m. unless all employees on shifts starting at 10:00 a.m. **or** before are given **the** opportunity of commencing **work** before hired trucks.
- (c) In the event the Company fails to comply with the requirements outlined in Section 29.2 (b), **tho** employees referred **to** therein will be entitled to payment **lor** the time between **the** commencement of their **shift** and that of the hired truck in addition to their regular shift.
- (d) Where the Company and the Local Union **have** mutually **agreed** to conditions relating to the **use** of hired trucks different to **those** outlined **above**

such conditions will be maintained and cannot be changed unless by mutual consent.

**ARTICLE 30
BROKER OPERATIONS**

Section 30.1 - Definition

When the Company leases tractors or pick-up trucks for highway operations and requires the owner of such vehicles to operate such equipment himself or to provide **drivers** for the equipment then the Company must advise the Union(s) in writing, on the date of engagement, of the status of such drivers as to whether **they are to be considered** as independent brokers or dependent brokers. Where the Company **is** presently leasing tractors or pick-ups **as outlined** above the Union will be notified **as to the status of the drivers** within thirty (30) days of the signing of **this Agreement**.

In the event such drivers are to **be considered dependent brokers** they will be covered by all the provisions **of this Agreement** with **the exception of Article 30**, but are not to **be** regarded as Company highway drivers who are hired for the purpose of operating Company equipment.

When the aforementioned drivers are declared as independent brokers then the provisions of Article 30 will apply.

Section 30.2 - Rules for Use of Brokers

Where the Company had broker operations in effect at the time of the signing of **this Agreement** and where such broker operations *were* in effect prior to October 1st, 1965, it may continue such broker

operations in accordance with the established practice.

Where the Company has established new or additional **broker** operations in compliance with the terms of the 1965 Agreement, or subsequent agreements, such broker operations **will** continue to be governed by the terms of Section 30.1 to 30.10.

Section 30.3

In the event the Company introduces **or** extends broker operations over **those** presently in **effect**, **it** is **agreed** that none **of** the highway drivers employed by the Company will be laid off from the Highway Department as a direct **result of the** introduction or extension of broker operations.

Section 30.4

The Company **on** introducing or extending broker operations will give to the qualified drivers of the Company, in order of seniority **at** the time of **the** introduction or extension of the broker operation, the first *opportunity* of sub-contracting to become a broker.

Section 30.5

If the Company decides to add or increase **brokers**, **as defined by** Section 30.1, on highway runs which **are** normally operated by Company highway drivers the following procedures must be complied *with*:

- (a) **the** number **of** Company highway drivers who **are** on the highway seniority list when the broker operation is introduced or increased **will be maintained**;
- (b) for each broker added to the highway seniority list **the** Company **will add** an additional

- Company highway driver at the same time;
- (c) brokers **must be** dispatched strictly in accordance with their date of engagement and will not be dispatched ahead of a Company **highway** driver who has more seniority, regardless of **the** type of or availability of equipment at the time a load is to be dispatched.
 - (d) in *the* event the Highway Department is to be reduced the Company will layoff one (1) broker for each Company highway driver who is laid **off**;
 - (e) where the Company **has**, since January 1st, 1970, added or introduced brokers on runs which, on a regular basis are operated or were formerly operated by the Company highway drivers, then no further brokers **may** be added until the Highway Department is increased **by** a corresponding number of Company highway drivers.

Section 30.6

The Company agrees to remit to the appropriate Local Union(s) an amount **equal** to the Local Union's **dues** for every broker operating for the Company. A checkoff list containing the name and domicile **of** each broker will accompany the union dues on a monthly basis.

Section 30.7

The Company agrees in line with **the** Agreement covering brokers, that they will not allow a broker to perform hourly rated work including **the** picking **up** and delivering of freight in a manner which would

deprive regular hourly rated **employees** of the Company of their regular **hours**.

Section 30.8

Company highway **drivers** will not be deprived of work in the Highway Department by reason of insufficient, inoperative or unsuitable equipment. In the event a broker **makes** his equipment unavailable for use for any **reason then** his **name** will be removed from the seniority list until his equipment is again available for use.

Section 30.9 - Individual Rules

Nothing in the above paragraphs **shall** be construed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing a broker operation **other** than **those** outlined above. However, if there is not mutual agreement, **the** rules set out herein will apply.

Section 30.10

The Company shall not operate *any* equipment *in* any manner **in** contravention of the Public Commercial Vehicles **Act**.

**ARTICLE 31
HEALTH & WELFARE**

Section 31.1 - O.H.I.P.

All eligible employees will receive the health benefits **provided by** the employer health tax act. (replacing O.H.I.P.)

If there is any change in the act the Company will pay 100% of the replacement cost.

Section 31.2 - Health & Welfare

Effective January 1, 1991, the Company will provide a Health & Welfare Plan for **all** employees.

To **be** eligible the **employee** must have been in the employ **of** the Company for one hundred eighty (180) calendar days.

Effective January 1, 1998 employees must report to work one (1) day in the month.

Section 31.3

The Company will maintain the current health plan coverage with the following **revisions**:

- 1) Dental plan to have two year lag for ODA schedule of fees.
- 2) **Monthly cost** increase not to exceed ten **dollars** (\$10.00) in each year commencing January 1, 1998. The **unused** portion, if any, each year, shall **be** banked for use during the remainder of the term of this agreement.

ARTICLE 32 PENSIONS

Section 32.1 - Contributions and Administration
Commencing on the first day of October 1997 and on the first day of each month thereafter, the Company agrees to contribute to the Teamsters and Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan handled **by** Joint **Trustees**, an amount of three hundred and forty dollars (\$340.00) per month for each employee covered by this Agreement who has twenty **four (24)** working months of employment and who has

reported for work at least SIX (6) DAYS in the month. The Pension Plan shall be administered by a Trust Company or any other agency that is legally entitled to perform such administration in the Province of Ontario which the Trustees may decide from time to time.

For the purpose of attaining twenty-four (24) working months in this section a day **worked** in any month shall be considered as one month worked.

Section 32.2 - Powers of Trustees

The Company and the Local Union agree to sign an "Agreement to be Bound" thereby giving the Trustees of the Teamsters and the Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan the authority and obligation to deal with any Company or Local Union who is **late** in remitting or fails to remit the required contribution to the aforementioned Plan as outlined in this Agreement. It is further agreed that the **parties** to the **Agreement** will instruct the Trustees of the Pension Plan to retain legal counsel to amend the "Agreement to be Bound" in such a manner that the Trustees will have the authority to sue any delinquent Company or Local Union for late remittance, interest and legal costs incurred.

Section 32.3 - Arbitration

The parties agree to amend the Present "Trust **Deed**" to provide for a qualified independent arbitrator for the purpose of breaking a deadlock vote by the **Board** of Trustees.

Section 32.4 - Canada Pension Plan

It is further agreed that the Canada Pension Plan will be in addition to the Teamsters and the Motor Transport Industrial Relations Bureau of Ontario (Inc.) Pension Plan.

Section 32.5

If for any reason the MTIRB Pension Plan should cease to exist, the monthly contribution in the amount of three hundred and forty dollars (\$340.00) per month would be deposited into an RRSP for all eligible employees.

Section 32.6 - RRSP Contribution

The Company shall maintain the present contribution of one hundred dollars (\$100.00) per month to a RRSP program under the following rules:

- (a) Employees **eligible** for a contribution into the T.M.T.I.R.B. pension plan will be eligible for a deposit into the group RRSP.
- (b) Deposits will be invested by Canada Life as instructed by each employee.
- (c) Employees **must** complete the Canada Life application **form**.
- (d) An employee **MAY NOT**, while continuing **in** employment, elect to cash out his RRSP account.
- (e) Any investment or administration charges **levied** by Canada Life will **be** the responsibility of the employee.
- (f) **Spousal** RRSP's are not allowed within this plan.

**ARTICLE 33
CREDIT UNIONS**

Section 33.1 - Deductions for Recognized Credit Unions

Any employee who wishes to have a payroll deduction made and remitted to a Credit Union must have such remittance made to the Credit Union according to the majority wishes of the employees at the terminal involved.

Section 33.2 - Procedure for Employees Belonging to Two Credit Unions

Any employee who is employed where there has been no established Credit Union must join the Credit Union which is the choice of the majority of the employees in the terminal where he is employed in order to have payroll deductions made on his behalf. In the event that an employee belongs to more than one Credit Union, he must make any additional remittances to other than the one specified on his own behalf.

Section 33.3 - Former Practices

Any former Credit Union practices which have been established prior to the signing of this Agreement will be maintained by the Company for the employees.

**ARTICLE 34
COST OF LIVING ALLOWANCE**

Section 34.1 - Scope

All regular employees on the seniority list shall be entitled to the Cost of Living Allowance in

accordance with this Article.

Section 34.2 - Index

The amount of the Cost of Living Allowance as set forth in this Article shall be determined through the use of the Consumer Price Index for Canada (1981 = 100), hereinafter referred to as the "Index". Continuance of this Cost of Living Allowance shall be contingent upon the availability of the Index in its present form or as it may be modified by Statistics Canada and calculated on the same basis as the Index for September 1988 unless otherwise mutually agreed upon by the parties.

Section 34.3 - First (1st) Year

If during the first (1st) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1997 and the Index figure for each month up to and including September 1998 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 34.4 - Second (2nd) Year

If during the second (2nd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1998 and the Index figure for each month up to and including September 1999 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 34.5 - Third (3rd) Year

If during the third (3rd) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 1999 and the Index figure for each month up to and including September 2000 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay

period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 34.6 - Fourth (4th) Year

If during the fourth (4th) year of this Agreement the Index increases by more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2000 and the Index figure for each month up to and including September 2001 THEN an additional one per centum (1%) increase in the Index over and above five per centum (5%) will provide a Cost of Living Allowance of ten cents (.10) per hour for all hours actually worked and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of the pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the above mentioned formula prorated on the basis of the Index increase over and above five per centum (5%) AND will be payable monthly as a lump sum payment in the pay for the pay period during which the Index was released.

Section 34.7 - Fifth (5th) Year

If during the fifth (5th) year of this Agreement the

Index increases **by** more than five per centum (5%) calculated on the basis of the difference **between** the Base **Index** figure for September 2001 and the **Index** figure for each month up to and including September 2002 THEN an additional one per centum (1%) increase in the Index **over** and above five per centum (5%) will provide a Cost of Living Allowance of ten cents {.10} per hour for all hours actually worked and 0.25 cents **per** mile for all miles actually driven FROM the beginning of the first pay period following the first day of each such month TO the end of **the** pay period which includes the last day of each such month.

The Cost of Living Allowance will be calculated using the **above** mentioned formula prorated on the basis of the Index increase over and **above** five per centum (5%) **AND** will **be payable** monthly **as** a lump **sum** payment in the pay for the pay period during which the Index was **released**.

Section 34.8 - Sixth (6th) Year

If during the sixth (6th) year of this Agreement the Index increases **by** more than five per centum (5%) calculated on the basis of the difference between the Base Index figure for September 2002 and the **Index** figure **for** each month up *to* and including September 2003 THEN an additional one per centum (1%) *increase* in the **Index over** and above five per centum (5%) will provide a Cost of Living Allowance of ten **cents** {.10} per hour for all hours actually **worked** and 0.25 cents per mile for all miles actually driven FROM the beginning of the first pay period following the first *day of* each such month

TO the end of the pay period which includes the **last** day of each such month.

The **Cost** of Living **Allowance** will **be** calculated using the above mentioned formula prorated on **the** basis of the **Index** increase over and above five per centum (5%) **AND** will be payable monthly as a lump sum payment in the pay **for** the **pay** period **during** which the Index **was** released.

ARTICLE 35
CLASSIFICATION OF MAINTENANCE
PERSONNEL

Section 35.1 - Classification of Maintenance Personnel

It is agreed that the following **shall** be **used** as a **guide** in the classification of personnel under this Agreement:

Section 35.2 - Unskilled Work

Washers, sweepers, gasmen and scalmen.

Section 35.3 - Semi-Skilled Work

The specific category **of** the semi-skilled group is outlined below:

Rough carpentry, regular painting - including patching and rough work, recoating and ground coating shall **be** classed as semi-skilled.

Greasing

Tiremen

Tarpaulin Repair Work - men engaged in the repair of tarpaulins will **be classified** in the semi-skilled group.

Semi-Skilled Mechanic - **whose** job is assisting the skilled mechanic in *the* garage will also fall in the semi-skilled classification.

Section 35.4 - Skilled Work No. 2

This work shall include such work as the repair and rebuilding of the trailer frame and all work below the frame including detachable under-carriage (Bogie).

Employees primarily engaged **in the** metal repairing and rebuilding of **trailer** or van bodies shall **also be** included in this classification.

Section 35.5 - Skilled No. 1

It should **be** noted that in making **all these** classifications, the **work to be** performed is that which is being **classified** and not the skill of the particular employee **applying** for work.

It was agreed that the repairing and rebuilding of transmissions, differentials and motors, along with all ignition and carburation fuel **systems**, front-end rebuilding and wheel alignment work **shall** be classified as skilled work.

It **was also** agreed that a Company will not likely require more than one (1) skilled painter, capable of doing complete cab painting of finished painting **work**. It **was also** agreed that a skilled painter is a man who is **capable** of, and is **required** to do refinishing from the metal **up**, with the exception of lettering.

All welding will **be** classified as skilled. It **was** further agreed that the preparation for, and vulcanizing of, tire **casings** will also be classified as skilled work. It is also agreed that employees responsible for

making complete tarpaulin out of new or used material or engaging in the **rebuilding** and upholstering of **truck seats** will be classified as skilled. The carpenter who **is** responsible **for the** layout of work will also **be classified as** a skilled workman.

It is agreed that any employee not indentured as an apprentice who is required to do the same **work** as a skilled mechanic and who has served at least five (5) years performing such work as is **necessary** and **outlined** under the Apprenticeship Act as included in the training of mechanics, and **subject** to **his** not choosing another occupation, shall receive the rate for the skilled mechanics **as** outlined in this **Agreement**.

ARTICLE 36 MAINTENANCE OF STANDARDS

Section 36.1 - Maintenance of Standards

It is agreed between the Signatories to this Agreement **that** area or operational practices enjoyed by any Local Union and/or Company will be maintained unless otherwise mutually agreed. If **a** dispute arises, either party may elect to process **a** grievance through the normal Grievance Procedure.

ARTICLE 37 TRANSFER OF OPERATIONAL RIGHTS

Section 37.1 - Transfer of Operational Rights

The Company agrees that if it sells or transfers to a subsidiary Company or a **new Company**

established within **the** framework of the same **corporate** entity any *licence*, right to **operate or operating** authority which has been granted to it for the purpose of moving goods or commodities anywhere within the jurisdiction of the Local Unions Signatory to this Agreement, the following conditions will apply:

- (a) employees of **the** Company will not **be** laid off as a direct result of the aforementioned transfer or sale;
- (b) **the** subsidiary or new Company to which the **sale** or transfer is made will recognize the appropriate Local Union(s) as the bargaining agent for employees and/or brokers of the subsidiary or **new** Company.
- (c) the **subsidiary** or new Company and the appropriate Local Union(s) agree to **be bound** by the terms and conditions of **the** "Ontario 'C' Carriers Agreement".

ARTICLE 38 STUDENTS

Section 38.1 - Students During Summer Months

Bona fide students may be hired on a **full time basis** for the summer months, May 1st to September 30th, and **shall receive** an **hourly** rate of pay as specified by Appendix "A". They shall pay to the support of the local Union the amount of the monthly dues which shall **be** checked off but no other provisions of this Agreement **shall** apply. They shall not interfere with the seniority **rights** and job conditions of **full time** employees. The Company shall indicate on the checkoff form if **such** employee is a **student**.

**ARTICLE 39
PIGGY-BACK OPERATIONS**

Section 39.1

It is **agreed** that piggy-back services will not be **used** by **the** Company **except to** move loads **in** excess of **the** number which can be handled by the regular highway drivers, loads which **are** overlength, overheight and **overweight** loads which cannot be reduced to **the** legal load limit.

Section 39.2

Where loads to cover all highway drivers have been assigned to the Highway Department and the Company **has moved any excess** loads **by piggy-back**, it will not **be cause** for grievance if, through circumstances beyond **the** control of the Company, a **trip** that had been assigned fails to materialize.

**ARTICLE 40
APPRENTICES**

Section 40.1

Apprenticeship program to **be** governed by appropriate government legislation.

**ARTICLE 41
SHOP CONDITIONS**

Section 41.1 - Exhaust Systems

Maintenance **shops** will be provided with adequate **exhaust systems** that will remove **exhaust** fumes and welding **fumes**.

Section 41.2 - Safety

The Company agrees to keep air compressors and battery chargers away from the work area.

ARTICLE 42 TOOLS

Section 42.1 - Tools

All tools of 3/4" drive and all special tools including flashlights and batteries required for the job shall be supplied by the Company.

Section 42.2 - Metric Tools

Where metric tools are required in the course of a maintenance employee's work, the Company will meet with the Union to discuss equitable compensation for the cost involved.

Section 42.3 - Tool Replacement Program

Effective January 1, 1998 the Company agrees to reimburse employees on the maintenance seniority list the cost of tools required to successfully perform their maintenance duties based on the following rules:

1. The employee must have been employed for 180 days and be on the *seniority* list on the reimbursement date.
2. Reimbursement will take place once during each calendar year (December 15 to 31).
3. Tools not required by the employee to perform his normal duties will not qualify for reimbursement.
4. The employee must complete a "Request for Tool Reimbursement" form as designed by

- the Company and attach appropriate receipts. No receipt, no payment.
5. Only **those** receipts dated during **the** appropriate calendar year will **be** accepted.
 6. The amount of reimbursement will **be** the lessor **of** the actual amount **spent** or the maximum amount **listed** below.
 7. If the amount spent during a calendar **year** does not equal the maximum allowed, the difference cannot be carried forward to the **next** year.
 8. The maximum amounts allowable are:
 - January 1 to December 31, 1998 - \$200.00
 - January 1 to December 31, 1999 - \$212.50
 - January 1 to December 31, 2000 - \$225.00
 - January 1 to **December** 31, 2001 - \$237.50
 - January 1 to December 31, 2002 - \$250.00
 - January 1 to December 31, 2003 - \$262.50
 9. The Company may at any time inspect the employee's tool **box** to insure eligibility *for* reimbursement.

ARTICLE 43 GENERAL

Section 43.1 - Moving Allowance

The Company agrees to bear the cost of moving the furniture and *other* personal belongings of any employee transferred **at** the Company's request to another branch of the Company.

Section 43.2 - Time Off to Vote

Personnel shall be allowed time off to **vote** in Dominion, Provincial or Municipal elections in

accordance with the appropriate **statute**.

Section 43.3 - Bereavement Pay

In the event of **a death** in the immediate family (father, mother, wife, son, daughter, sister, brother, grandparents, grandchildren, step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law) **an** employee will **be** given the necessary time off and will **be** paid **three (3) days** pay. Maintenance employees are to receive **eight (8) hours pay** per day at the regular rate of pay and drivers are to receive **ten (10) hours pay** per day at the **regular** rate of pay providing that the period between the day of the death and the funeral are working days. **If** more time is required for **any** reason relating to the death, a leave of absence will be **granted**.

Section 43.4 - Jury Duty Pay

If an employee is called and is required to serve on jury **duly** or **as** a crown witness on **his** normal working day, the Company agrees to pay maintenance employees **eight (8) hours pay** per day at the regular hourly rate of pay and drivers **ten (10) hours pay** per day at *the* regular hourly rate of pay **less the** amount of jury duty or crown witness pay received.

Section 43.5 - Personal Injuries

If an employee **meets with** an accident after starting work incapacitating him **from** carrying **out** his duties, he shall be paid **ono (1) days** pay for the day of his injury. Maintenance employees are to receive **eight (8) hours pay** and drivers are to receive **ten (10) hours pay** providing he is not receiving

Compensation **pay** for that day. The Company also agrees to supply ambulance **service** to a hospital or a **physicians services immediately** in cases of serious injury that necessitates the need and **in** minor **cases** the Company shall also **supply** suitable transportation **to** the above mentioned services and thence to the employee's residence.

Section 43.6 - Invalidating Legislation

In the event of legislation *being* enacted subsequent to the signing of this **Agreement** invalidating the application of any Article or Appendix hereto, the relative Section only of this **Agreement** shall be nullified.

Section 43.7 - Lunch Rooms and Washrooms

The Company agrees to provide and maintain clean, sanitary **and** adequate appointments with respect to lunch rooms **and** washrooms and all rooms will be provided with fire **exits** as required by law and **adequate** heat.

Section 43.8 - Lockers

The Company **will** supply individual lockers for all employees in **the** Dock Department and any other employees who **are** required to work in the Dock Department in **excess** of two (2) hours per shift as part of their **regular** duties. *Whore* the Company is now providing lockers **for** other **employees**, this **practice** will be maintained. It **is** further agreed that the Company will supply lockers for all **employees** at new terminals. **The** Company will **supply** individual lockers *for* all employees in the Maintenance Department.

Section 43.9 - Company Meetings

The Company shall pay the regular hourly rates to **all** employees compelled to attend Company *meetings*.

Section 43.10 - Pay Information

The Company agrees to show on the employee's **pay** cheque or statement attached thereto, the number of regular hours worked and the amount **earned**, the number of overtime hours **worked** and the amount earned and any amount remitted on the employee's behalf for Pension purposes. Where the Company is supplying presently additional information ~~over~~ and ~~above~~ that listed above, it will continue to do **so**. If the Company changes a time card or trip report, the Company **agrees to notify the employee** in writing of such change as soon as possible **and** no later than by pay day.

Section 43.11 - Pay for Training

Where the Company requires an employee to take further training, the employee will be paid for all **time** spent in training. A Maintenance employee required to work on new types of equipment which requires further training, shall be paid the appropriate hourly **rate** for **all** time involved.

Section 43.12 - Confirmation of Discharge

Employees who are discharged will have their discharge and reason confirmed in writing and their pay will **be** mailed by registered mail to their last known address within twenty-four (24) hours (Saturdays, Sundays and General Holidays **excluded**) from the time of their discharge. Employees who terminate their employment

voluntarily shall have all monies owing them paid no! later than the following pay day.

Section 43.13 - Plug-In Outlets

In areas generally referred to as Northern Ontario and including Barrie and Midland, the Company shall supply electrical plug-in outlets for all employees' cars while on duty. Any new terminals in the Peterborough, Lindsay, Ottawa and Pembroke areas will also have these facilities supplied.

Section 43.14 - Parking Facilities

The Company will provide adequate parking facilities for all employees at all new terminals and where parking facilities are presently being provided they will be maintained.

Section 43.15 - Noise Pollution

The Company agrees that drivers will not be compelled to operate power equipment which creates a noise level in excess of that which is permitted by applicable Government regulations.

Section 43.16 - Appendices

Appendices "A", "B" and "C" inclusive shall form part of this Agreement.

Section 43.17 - Receipts

Where requested, employees must be given dated receipts immediately upon turning money into the Company.

Section 43.18 - Bonding

Should the Company require any employee to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the

bond shall be on the Company. If the Company cannot arrange a bond for an employee within thirty (30) days, they must **so** notify the employee in writing. Failure to **so** notify shall relieve the employee **of** the bonding requirement. **If the** proper notice is given the employee shall be allowed thirty (30) days from the date **of** such *notice* to make his own bonding arrangements, standard premiums only **on** said bond to be paid by the Company. A standard premium shall be that premium paid **by the** Company for bonds applicable to all other **of** its employees in similar classifications. **Any** excess premium is to **be** paid by **the** employee.

Where an employee has been bonded *and such bond* is cancelled due *to* circumstances which occurred **before** the date of bonding, such cancellation will not **be** cause for discharge.

If the Company institutes a bonding system, present employees who **are** on the seniority list will not **be** discharged because of failure to obtain a bond.

Section 43.19 - Protective Equipment

- (a) It is agreed that employees handling hazardous material, green hides, lampblack and pigment **shall** be supplied by the Company with all necessary equipment, rubber clothing, goggles, etc., to protect the employees' person. **No** employee shall be compelled to wear hard hats or safety **glasses that** have been **used** by other **persons** unless these items have been properly sterilized.
- (b) Shunters, dockmen, drivers and yardmen requested to work in the terminal yard or other **shunt** operations in inclement weather will be

provided with protective rain wear.

- (c) **Whenever employees** are required by **the** Company or by **any** Government agency to wear safety **shoes** or boots, the Company shall supply one (1) pair per year for all employees so required. Such safety shoes *or* boots shall be of **a** type and quality, the **standard** for which shall be set and adhered to **by** the Company. Where employees furnish medical evidence of inability to wear the standard safety **shoes** or boots, **the** Company agrees to contribute the equivalent **cost** of a pair of **standard** safety shoes or boots towards **the** cost of special footwear.

Section 43.20 - Mileages

Presently established mileages shall not **be** changed unless justified by either party and in all cases there shall be **two (2) weeks** notice given before any changes **are** put into effect. In the event a dispute arises with regard to the mileage application, the mileage shall **be** paid on the basis of actual miles **from** terminal to terminal or pick-up and delivery points. All miles will be established by using the Ministry of Transportation Mileage Table or Provincial road map if necessary. Mileages from the terminal *or* pick-up or delivery points to **the** nearest highway junction point will be **established** by the Local Union and the Company.

Section 43.21 - Application of Mileage and Hourly Rates

In the event **a** dispute arises as to the application of the mileage and hourly rates on specific runs,

the following basic rules shall apply:

- (a) **All** terminal to terminal operations will be paid **at** the mileage **rate**.
- (b) **All** operations under **forty** (40) miles one way to **a** point **other** than one of the Company's terminals including a zoned area will be paid at the hourly rate of pay from the time of **departure** from the terminal to the time of arrival back to the terminal. This will not exclude the Company from instituting a mileage and hourly base of pay for operations under **forty** (40) miles where it is the mutual advantage to pay on this **basis**; however, in such **cases** the basis will be determined through a conference between the Company **and** the Union and the **employees** involved.
- (c) **All** peddle operations involving runs of more than forty (40) miles one way shall be paid on the **following** basis:
 - 1) **the** mileage rate shall be paid on the part or parts of the run **where** there is forty (40) miles or more of continuous driving without delivering or picking up;
 - 2) the hourly rate shall **be paid** on the part or parts of the run where there is **less** than forty **(40)** miles of continuous driving without delivering or picking up.
- (d) **All** trips between terminals within metro areas will **be** paid at the **hourly** rate of pay. Metro **areas are to** be defined as connected suburbs. Where the metro area is not specifically defined by legislation and where this condition exists,

the Company and the Union will **meet** to define the area concerned.

Section 43.22 - Border Appendices

Conditions agreed to for the movement of traffic **across** International Boundaries are outlined in Appendices which will be signed **by** the Company and the Local Union(s) involved and form part of the Agreement.

Section 43.23 - Safety

- (a) No employee shall **be** compelled to operate unsafe freight handling ~~equipment~~ or equipment with which he **is** unfamiliar.
- (b) The Company shall not require a person to lift, carry ~~or~~ move anything so heavy or in a manner as to likely endanger his safety or the safety of any other person.
- (c) **No** employee shall be penalized if he ~~refuses~~ to work under conditions which make work hazardous **or** under conditions **contrary** to the Industrial Safety **Act**, the Ontario Safety Act or the Canada Labour Safety Code, whichever is applicable.

Section 43.24 - Safety Committee

In the event that a Safety ~~Committee~~ **is** required by the applicable Federal or Provincial legislation, the Company will establish **such** a Committee and pay participating employees at the regular hourly **rate** of pay for the time required.

Section 43.25 - Hand Holds and Steps

All pick-up and delivery trucks will have steps and hand holds at the rear of the unit.

Section 43.26

All power equipment shall have sufficient mud flaps installed.

Section 43.27

Any changes in Provincial or Federal law pertaining to the Company's operation are to be posted in the terminals if the information is available.

Section 43.28 - Washing Facilities and Supplies

The Company agrees to supply and maintain washing facilities, including hot water, soap, hand cleaner and towels at terminals where maintenance personnel are employed.

Section 43.29 - Rain Wear

Raincoats, water-proof pants, lined rubber boots, hats and parkas will be made available to all maintenance employees required to work outside in inclement weather. Where necessary, the Company will supply proper safety strips for parkas or safety vests.

Section 43.30 - Meal Allowance for Road Calls

In the event a maintenance man on a road call is away from the terminal prior to or at the conclusion of his day's work when he would normally be coming on or going off duty for two (2) hours or more, he shall be paid a minimum of five dollars (\$5.00) as a meal allowance.

Section 43.31 - Coffee Breaks

All maintenance employees will be allowed a fifteen minute coffee break in the first half shift and in the second half shift without loss of pay, and an

additional coffee break shall be allowed to all maintenance employees who are requested to work overtime at the end of their regular shift before the commencement of overtime.

Section 43.32 - Openings on Dynamometers

It is agreed that licensed mechanics will be allowed to bid on future openings for dynamometer operators.

Section 43.33 - Hazardous Material

The Company agrees that employees employed in handling hazardous material shall be supplied by the Company with any and all necessary safety equipment (rubber clothing, goggles, safety glasses, welding glasses, welding shields and welding screens, etc.) to protect the employee's person. Where a maintenance employee must, because of his work, wear prescription safety glasses, the Company agrees to pay a maximum of forty dollars (\$40.00) towards the cost. The Company shall pay for all safety equipment that is required by law or Company policy.

Section 43.34 - Meal Period - Maintenance

A maintenance employee shall not take more than one continuous hour for meals, however, should the taking of a full hour for meals cause a delay in operations, the Employer may require the employee to take no less than thirty (30) minutes. This shall not preclude the Union and the Company from mutually agreeing that the regular lunch period shall be thirty (30) minutes. The lunch period shall be no later than halfway through the shift except where mutually agreed.

Section 43.35 - Work Outside Job Classification
No maintenance **employee** shall be compelled to perform work which **does** not come within the **scope** of his job classification such as repairs to **electric doors**, electric motors **or** electric hoists.

Section 43.36 - Wiping Cloths

An adequate supply of wiping cloths will **be** made **available** for all maintenance employees.

ARTICLE 44
DURATION

Section 44.1

The term of this Agreement shall be from October ~~1st, 1997~~ to September 30th, 2003. This Agreement shall **be** binding upon the parties hereto, their successors, **administrators**, executors and assigns.

Section 44.2 - Negotiations for Renewal Agreement

The **parties** agree that grievances, arbitration **cases**, court **cases** or litigation **of any** kind will not become the subject of negotiations for the renewal of this Collective Agreement, unless by mutual consent.

DATED at this day of

FOR THE COMPANY	FOR THE UNION
DICK MILLS	WAYNE L. GIBSON DAVE PHILP

APPENDIX "A" - RATES OF PAY

RATES OF PAY - DRIVERS

(a) Regular Hourly Rates of Pay

Effective January 1st, 1998 - \$16.49 per hour
Effective January 1st, 1999 - \$16.94 per hour
Effective January 1st, 2000 - \$17.44 per hour
Effective January 1st, 2001 - \$17.94 per hour
Effective January 1st, 2002 - \$18.49 per hour
Effective January 1st, 2003 - \$19.04 per hour

Personnel **whose** work *is* predominantly the operation of motor lift trucks *or* other motorized freight handling equipment will be paid according to the rates provided for drivers.

The Company agrees to pay a premium of ten cents (.10) per hour *in addition to the* regular hourly rates to **each** employee for **all hours** worked **between the** hours of 7:00 p.m. and 3:00 a.m.

Drivers are to **be** paid a premium of one dollar (\$1.00) per hour spent on instructing company drivers on proper operating procedures when requested by the Company, providing appropriate evaluation forms are satisfactorily completed.

(b) Mileage Rates

Drivers on **highway** operations shall be paid mileage rates in accordance with the following schedule:

EFFECTIVE JANUARY 1st, 1998

2, 3 & 4 axles	36.24 cents
5 & 6 axles	36.44 cents
7 axles and up	36.64 cents

EFFECTIVE JANUARY 1ST, 1999

2, 3 & 4 axles	37.14 cents
5 & 6 axles	37.34 cents
7 axles and up	37.54 cents

EFFECTIVE JANUARY 1ST, 2000

2, 3 & 4 axles	38.14 cents
5 & 6 axles	38.34 cents
7 axles and up	38.54 cents

EFFECTIVE JANUARY 1ST, 2001

2, 3 & 4 axles	39.14 cents
5 & 6 axles	39.34 cents
7 axles and up	39.54 cents

EFFECTIVE JANUARY 1ST, 2002

2, 3 & 4 axles	40.24 cents
5 & 6 axles	40.44 cents
7 axles and up	40.64 cents

EFFECTIVE JANUARY 1ST, 2003

2, 3 & 4 axles	41.34 cents
5 & 6 axles	41.54 cents
7 axles and up	41.74 cents

Drivers shall be paid a premium of five tenths of a cent (.5 cents) per mile when operating double hook-up equipment up to and including the legal limit and two cents (2 cents) per mile premium for operating double hook-up equipment over this limit. Drivers shall be paid a premium of two cents (2 cents) per mile when operating triple hook-up equipment.

The Driver's overtime premium rate pursuant to Section 19.4 and Section 19.5, Section 21.2 (f) and Section 22.3 (g) is as follows:

Effective January 1st, 1998 - \$ 8.79 per hour
Effective January 1st, 1999 - \$ 9.03 per hour
Effective January 1st, 2000 - \$ 9.28 per hour
Effective January 1st, 2001 - \$ 9.53 per hour
Effective January 1st, 2002 - \$ 9.79 per hour
Effective January 1st, 2003 - \$10.07 per hour

RATES OF PAY - MAINTENANCE EMPLOYEES

(a) Skilled Classification No. 1

Effective January 1st, 1998 - \$ 8.31 per hour
Effective January 1st, 1999 - \$ 8.76 per hour
Effective January 1st, 2000 - \$ 9.26 per hour
Effective January 1st, 2001 - \$ 9.76 per hour
Effective January 1st, 2002 - \$20.31 per hour
Effective January 1st, 2003 - \$20.86 per hour

(b) Skilled Classification No. 2

Effective January 1st, 1998 - \$17.18 per hour
Effective January 1st, 1999 - \$17.63 per hour
Effective January 1st, 2000 - \$18.13 per hour
Effective January 1st, 2001 - \$18.63 per hour
Effective January 1st, 2002 - \$19.18 per hour
Effective January 1st, 2003 - \$19.73 per hour

(c) Semi-Skilled Classification

Effective January 1st, 1998 - \$16.73 per hour
Effective January 1st, 1999 - \$17.18 per hour
Effective January 1st, 2000 - \$17.68 per hour
Effective January 1st, 2001 - \$18.18 per hour
Effective January 1st, 2002 - \$18.73 per hour
Effective January 1st, 2003 - \$19.28 per hour

(d) Unskilled Classification

Effective January 1st, 1998 - \$16.64 per hour

Effective January 1st, 1999 - \$17.09 per hour

Effective January 1st, 2000 - \$17.59 per hour

Effective January 1st, 2001 - \$18.09 per hour

Effective January 1st, 2002 - \$18.64 per hour

Effective January 1st, 2003 - \$19.19 per hour

The Company **agrees to pay** a premium of fifty cents (.50) **per** hour over the employee's regular hourly rates of pay for all hours **worked** between the hours of 9:00 p.m. **and** 6:00 a.m. However, employees on midnight shift only to receive the premium until 8:00 a.m.

**PROBATIONARY RATES OF PAY APPLICABLE
TO ALL UNIONIZED EMPLOYEES**

85% of applicable **rates** of pay during the first twelve (12) months worked.

90% of applicable rates of pay during the second twelve (12) months worked.

95% of applicable rates of pay during the third twelve (12) months worked.

Drivers and Mechanics **are** to receive full rate of pay after **thirty-six (36)** months worked.

For the purpose of applying this section a day worked in any month shall **be** considered **as** one month worked.

APPENDIX "B" - RULES AND REGULATIONS

For disciplinary **measures**, all infractions of **Rules** and Regulations shall **be** removed from the employee's record after two (2) **years**.

Nothing in these **Rules** and Regulations shall deprive the employee of the right to challenge a penalty through the regular Grievance Procedure. Existing Company **Rules** and Penalties shall not conflict with those contained herein. In case of conflict, it is **agreed** that these Rules and Regulations shall apply. **All** infractions of the Highway Traffic Act and Municipal By-Laws shall **be** the responsibility of **the** drivers **except those** which are, **by** their nature, the responsibility of the Company.

Any employee **requested** to sign for **receipt** of an incident report may be accompanied by a Steward.

All penalties **and** reprimands must **be** issued to the **employee** within **seventy-two (72) hours** (Saturdays, Sundays and General Holidays **excluded**) from **the** time the infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.

Section 1 - Passengers

No driver **shall** be permitted to allow anyone **except** employees of the Company who are on duty or other transport drivers broken down on the highway to ride in his truck except by **written** authorization of the Company.

Section 2 - Accidents

(a) Employees involved in accidents will **be** notified in writing within ten **days** that the accident is

under investigation. The **employee** will be notified whether the accident was chargeable or nonchargeable and any penalty or reprimand must **be** issued within **30** days from the time the accident became known to the Company.

Accidents for which the **employee** is at fault or for which **his** action or lack of action **is** a contributory factor, will result in disciplinary action which may range from reprimand to dismissal according to the seriousness of the accident, the degree of negligence or carelessness and/or **frequency** of accidents.

However, the driver will **be** absolved of blame if **the** accident **is** proven to be caused by mechanical failure, and the Company will then **be** responsible for **wages** and **expenses** if the driver involved **is** required to **appear** in court relating to the accident.

- (b) **Suspension** for the investigation of an accident shall not exceed five (5) days (Saturdays, Sundays and General Holidays excluded). Employees will **be** paid for all lost time during said investigation period should it be found *that* they were not at fault.
- (c) Failure to report all accidents as soon as **possible** in accordance with Company posted instructions will result in the employee being subject **to** dismissal.

Section 3 - Equipment

- (a) Tampering with tachograph, governor **or** other **safety** devices:
 - 1st offense - 1 week off
 - 2nd offense - subject to dismissal

- (b) Failure to ensure that power equipment is **properly** serviced for gasoline, oil and water, and that all **tire** pressures are checked before leaving the terminal where required by the Company:
 - 1st offense - reprimand
 - 2nd offense - 1 day off
 - 3rd offense - 3 days off
 - subsequent **offenses** - subject to **dismissal**
- (c) Failure to properly tarp cargo and equipment:
 - 1st offense - reprimand
 - 2nd offense - 1 day off
 - 3rd offense - 3 days off
 - subsequent **offenses** - subject to dismissal
- (d) Failure to report mechanical defects in equipment, if known:
 - 1st offense - 1 day off
 - 2nd offense - 3 days off
 - subsequent offenses - subject to **dismissal**
- (e) Unauthorized use of Company motor **vehicles**:
 - 1st offense - reprimand to three **days** off
 - 2nd offense - subject to dismissal
- (f) Failure to report defects in garage equipment:
 - 1st **offense** - 1 day off
 - 2nd offense - 3 **days** off
 - subsequent **offenses** - subject to dismissal
- (g) Faulty repair work for which the employee is clearly at fault or for which his action or lack of action is a definite factor, may result in disciplinary action which **may** range from reprimand to dismissal according to the

seriousness, the degree of negligence or carelessness and the frequency of **the** incidents.

Section 4 - Conduct and Behaviour

- (a) Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
 - 1st offense - subject to dismissal
- (b) **Reporting** for **duly** while under *the* influence of an intoxicant or an illegal stimulant:
 - 1st offense - reprimand to 1 week off
 - 2nd offense** - subject to dismissal
- (c) Theft or wilful damage:
 - 1st offense - subject to dismissal
- (d) Failure to **obey** instructions of authorized personnel (names of persons in authority will be **posted**):
 - 1st offense - reprimand
 - 2nd **offense** - 1 day off
 - 3rd **offense** - 3 days off
 - 4th offense - subject to dismissal
- (e) Deliberate disobedience of orders of authorized personnel:
 - 1st offense - subject to dismissal
- (f) **An** employee will not be discharged due to loss of his driver's licence. The Union and **the** Company will meet to discuss movement to alternate work **but** no other employee will **be** laid off due to such move and the employee moving shall be placed at the bottom of the departmental seniority list for work preference or layoff. If the employee regains **his** licence prior to job **bid time**, **he** will **revert** to his former position.

Section 5 - Reports

Deliberate falsification of time **cards** or trip reports:

1st offense - subject to dismissal

Section 6 - Driving Behaviour

Driving at **speeds** in **excess** of Government **posted** speed limits but not to exceed **sixty** (60) miles per hour:

1st offense - reprimand

2nd offense - **1** day off

3rd offense - **3** days off

4th **offense** - subject to dismissal

Section 7 - Attendance

(a) Absence from work without reasonable explanation:

1st offense - reprimand

2nd offense - reprimand

3rd offense - **3** days off

4th offense - **subject** to dismissal

(b) Failure to notify **the** Company of intent to be absent from work at least one (1) hour before the regular **starting** time unless there is a reasonable explanation for **such** failure:

1st **offense** - reprimand

2nd **offense** - reprimand

3rd offense - **3** days off

4th offense - subject to dismissal

(c) Reporting late for work without a reasonable explanation:

1st offense - reprimand

2nd **offense** - 1 day off

3rd **offense** - 3 days off

4th offense - subject to dismissal

Section 8

Hooking to the **wrong** trailer, driving to the **wrong** customer or unloading product into the wrong pipe or silo:

1st offense - 1 to 5 **days** off

2nd offense - Up to 5 **days** off

3rd offense - Up to 30 **days** off

4th offense - Subject to dismissal

APPENDIX "C" - INTERNATIONAL TRAFFIC

The **Parties agreed** that the following conditions will apply to **all** future operations into or out of the United States:

- 1) All conditions of the **current** Collective Agreement between the parties shall apply **except** for the following:
- 2) The Company will **pay** Canadian hourly or mileage rates of pay for all operations in the United States.
- 3) **Any** operation within forty **(40)** miles of the Canadian toll shall be paid at the hourly rate from the time of **arrival** at the toll until the driver **returns** to the Canadian **Customs**.
- 4) Drivers will be paid for **the** actual time **spent** in the United **States except** if he is laid over.

DATED at this day of

FOR THE COMPANY

FOR THE UNION

DICK MILLS

WAYNE L. GIBSON
DAVE PHILP

LETTER OF UNDERSTANDING #1

SUPPLEMENTARY AGREEMENT TO THE
COLLECTIVE AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS

LOCAL UNION NO, 141

Affiliated with the International Brotherhood of
Teamsters

and

TEAMSTERS LOCAL UNION 938

The above parties agree to the **Collective Agreement**, effective as of October 1, 1997 to September 30, 2003 between them, and further **agree that** this Agreement shall be amended and deemed to contain the following clauses:

1) **TIRE CHANGE**

If possible and in any case where a driver changes his own **tire** or tires he shall **receive** a premium of **thirty** five dollars (\$35.00) per tire in addition to his *hourly* rate. The above premium shall not apply where outside assistance is called *in to* complete the tire change.

- 2) Drivers **operating** with electric **steering** pole trailers should be **paid** at the hourly rate regardless of mileage driven.
- 3) Drivers, while operating on the highway with **trailers exceeding eighty two feet (82')** in overall **length and ten** feet (10') in **overall** width, **be** paid a premium of **two cents (.02)** per mile in addition to the **rates as contained** in Appendix "A".

DATED at this day of

FOR THE COMPANY

FOR THE UNION

DICK MILLS

WAYNE L. GIBSON
DAVE PHILP

LETTER OF UNDERSTANDING #2
TO FORM PART OF THE COLLECTIVE
AGREEMENT

between

HUTTON TRANSPORT LIMITED

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS

LOCAL UNION NO, 141

Affiliated with the International Brotherhood of
Teamsters

and

TEAMSTERS LOCAL UNION 938

- 1) The Company will provide **gloves** as required upon return of old gloves.
- 2) Drivers will not be compelled to carry any freight in the **cabs** of the trucks.
- 3) **The** Company is **to** supply leather **jackets to** the mechanics who weld.
- 4) Mechanics **must be** of the clock ten (10) hours before accepting a highway dispatch and will only **be** offered this work **after** regular employees in the highway department have *been* offered this work.
- 5) The Company **is** to pay sixty-five dollars (\$65.00) to each employee upon receipt for safety shoes. **This is** in addition to Section

43.19 (c). To **be** eligible, an employee must be in the employ of the Company **six** (6) months. **Company** to increase safety boot allowance five dollars (\$5.00) per contract year. Employee can bank the maximum annual allowance for a maximum of **two (2)years**.

Effective Oct. 1, 1998 - \$70.00
Oct. 1, 1999 - \$75.00
Oct. 1, 2000 - \$80.00
Oct. 1, 2001 - \$85.00
Oct. 1, 2002 - \$90.00

6) Drivers will be paid the appropriate hourly rate **while operating** between Bowmanville and C.B.M. Bathurst Street.

7) The Company **is** to pay accumulated Cost of Living Allowance by **the first** pay period *in* November of each year.

DATED at **this** day of

FOR THE COMPANY

FOR THE UNION

DICK MILLS

WAYNE L. GIBSON

DAVE PHILP

LETTER OF UNDERSTANDING #3

**TO FORM PART OF THE COLLECTIVE
AGREEMENT**

between

HUTTON TRANSPORT LIMITED

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS**

LOCAL UNION NO. 141

Affiliated with the International Brotherhood of
Teamsters

and

TEAMSTERS LOCAL UNION 938

In addition to the Freight **Agreement** and Maintenance Agreement the following items **are** also **agreed** to:

- 1) That **Section 21.3 (b), 22.3 (j), {second paragraph only} and Section 22.3 (z)** are to **be deleted** from contract. **Also** delete Part-time and Casual Help **clauses** with **the** understanding **Article 8** will apply to new hires. The Part-time and Casual Help clauses were Articles 29 and 31 **in** previous Agreements.
- 2) If drivers find **suitable** accommodations then Section 22.4 (c) will apply. This clause in addition to Section 22.3 (t).

- 3) In addition to Section 31.2 it is agreed between the Company and the Union **that** if a member is injured or requires hospitalization while on Company business **in the U.S.A.** *the* Company will cover ~~the~~ difference between **the** hospital or doctor **charges** and that of what O.H.I.P. covers.
- 4) **Add to Article 34:** The **Company** agrees on the **first** pay period of November of each year to pay C.O.L.A. in a lump sum.
- 5) The Company agrees to share the **cost** of the Collective Agreement on **a 50/50 basis.**
- 6) In the Letter of Understanding #2, mechanics **must** be off the clock **ten (10)** hours before accepting highway dispatches and will include after completing the highway dispatch, mechanics must **be** off **ten (10)** hours before **reporting for duty.**

DATED at this day of

FOR THE COMPANY

DICK MILLS

FOR THE UNION

WAYNE L. GIBSON
DAVE PHILP

LETTER OF UNDERSTANDING #4

**TO FORM PART OF THE COLLECTIVE
AGREEMENT**

between

HUTTON TRANSPORT LIMITED

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS**

LOCAL UNION NO. 141

Affiliated with the International Brotherhood of
Teamsters

and

TEAMSTERS LOCAL UNION 938

The Company and the Union(s) **agree** that the following articles **and clauses** of the current collective agreement are not applicable to **the scope** of the Company's current operations **as they** deal specifically with a city driving and dock department:

Article 21

Clause 22.3 (j)

Clause 22.3 (m)

Clause 22.3 (x)

Clause 22.3 (y)

Article 29

